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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 9, 2022

EVE HOLDING, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-39704	85-2549808
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1400 General Aviation Drive, Melbourne, Florida	32935
(Address of principal executive offices)	(Zip Code)

(321) 751-5050
(Registrant's telephone number, including area code)

Zanite Acquisition Corp.
25101 Chagrin Boulevard, Suite 350
Cleveland, Ohio 44122
(Former name or former address, if changed since last report)

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

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	**EVEX**	**The New York Stock Exchange**
Warrants, each whole warrant exercisable for one share of Common Stock	**EVEXW**	**The New York Stock Exchange**

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

Emerging growth company ☒

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

Introductory Note

As previously disclosed, on December 21, 2021, Zanite Acquisition Corp., a Delaware corporation ("Zanite"), entered into a Business Combination Agreement (the "Business Combination Agreement") with Embraer S.A., a Brazilian corporation (*sociedade anônima*) ("Embraer"), Embraer Aircraft Holding, Inc., a Delaware corporation ("EAH"), and EVE UAM, LLC, a Delaware limited liability company ("Eve") that was formed for purposes of conducting the UAM Business (as defined in the Business Combination Agreement).

On May 6, 2022, Zanite held a special meeting in lieu of the 2022 annual meeting of its stockholders (the "Special Meeting") to approve, among other things, the transactions contemplated by the Business Combination Agreement (the "business combination"). As of the close of business on April 11, 2022, the record date for the Special Meeting, there were 23,000,000 shares of Class A common stock of Zanite, par value $0.0001 per share ("Class A common stock"), and 5,750,000 shares of Class B common stock of Zanite, par value $0.0001 per share ("Class B common stock"), outstanding. At the Special Meeting, a total of 15,537,117 (or 67.55%) of the Company's issued and outstanding shares of Class A common stock and a total of 5,750,000 (or 100%) of the Company's issued and outstanding shares of Class B common stock, in each case held of record as of April 11, 2022, were present either in person or by proxy, which collectively constituted a quorum for the transaction of business.

At the Special Meeting, Zanite's stockholders voted on all the proposals (except on the proposal of adjournment, as explained below), each of which was approved, including the business combination proposal. Detailed descriptions of each proposal are included in Zanite's definitive proxy statement filed with the U.S. Securities and Exchange Commission (the "SEC") on April 13, 2022, and mailed to Zanite's stockholders on or about the same date (as supplemented by a supplement to the definitive proxy statement, dated as of April 28, 2022, the "Proxy Statement"). The proposal to approve the adjournment of the Special Meeting to a later date or dates, if necessary or appropriate, to permit further solicitation and vote of proxies was deemed not necessary and not acted upon at the Special Meeting.

On May 9, 2022, in accordance with the Business Combination Agreement, the closing of the business combination (the "Closing") occurred, pursuant to which Zanite issued 220,000,000 shares of Class A common stock to EAH in exchange for the transfer by EAH to Zanite of all of the issued and outstanding limited liability company interests of Eve (the "Equity Exchange"). As a result of the business combination, Eve is now a wholly-owned subsidiary of Zanite, which has changed its name to "Eve Holding, Inc."

As previously announced, on December 21, 2021, December 24, 2021, March 9, 2022, March 16, 2022 and April 4, 2022, in connection with the business combination, Zanite entered into subscription agreements or amendments thereto (as amended from time to time, the "Subscription Agreements") with certain investors, including certain strategic investors and/or investors with existing relationships with Embraer (the "Strategic Investors"), Zanite Sponsor LLC, a Delaware limited liability company (the "Sponsor") and EAH (collectively, the "PIPE Investors"), pursuant to which, and on the terms and subject to the conditions of which, Zanite agreed to issue and sell to the PIPE Investors in private placements to close immediately prior to the Closing, an aggregate of 35,730,000 shares of Class A common stock at a purchase price of $10 per share, for an aggregate purchase price of $357,300,000, which included the commitment of the Sponsor to purchase 2,500,000 shares of Class A common stock for a purchase price of $25,000,000 and the commitment of EAH to purchase 18,500,000 shares of Class A common stock for a purchase price of $185,000,000 (the "PIPE Investment"). The PIPE Investment was consummated substantially concurrently with the Closing.

Unless the context otherwise requires, "we," "us," "our" and the "Company" refer to Zanite prior to Closing and to Eve Holding, Inc. and its consolidated subsidiaries following the Closing. All references herein to the "Board" refer to the board of directors of Zanite or Eve Holding, Inc., as applicable. In addition, capitalized terms used and not defined herein have the meanings given to them in the Proxy Statement.

As a result of and upon the Closing, among other things, (i) all outstanding shares of Class B common stock outstanding immediately prior to the Closing were converted into shares of Class A common stock on a one-for-one basis, (ii) thereafter, all outstanding shares of Class A common stock immediately prior to the Closing were converted into shares of common stock, par value $0.001 per share, of Eve Holding, Inc. (the "Common Stock") on a one-for-one basis and (iii) all issued and outstanding warrants to purchase one share of Class A common stock at

an exercise price of $11.50 per share were converted into warrants to purchase one share of Common Stock at an exercise price of $11.50 per share. Upon the Closing, the Company received approximately $377.0 in gross cash proceeds, consisting of approximately $19.7 million from the Zanite trust account and $357.3 million from the PIPE Investment. Following the Closing, on May 10, 2022, the Common Stock and public warrants outstanding upon the Closing began trading on the New York Stock Exchange (the "NYSE") under the symbols "EVEX" and "EVEXW," respectively.

Immediately after giving effect to the Business Combination, there were 264,332,132 issued and outstanding shares of Common Stock and 25,750,000 issued and outstanding warrants to purchase one share of Common Stock at an exercise price of $11.50 per share, which includes 11,500,000 public warrants and 14,250,000 private placement warrants. Zanite's public units separated into their component securities upon the Closing and, as a result, no longer trade as a separate security and were delisted from The Nasdaq Stock Market LLC ("Nasdaq"). As of the date of the Closing, EAH owns approximately 90.2% of the outstanding shares of our Common Stock, which represents approximately 90.2% of the total voting power of our outstanding shares, our post-Closing directors and executive officers and their respective affiliated entities beneficially owned approximately 2.72% of the outstanding shares of Common Stock, which represents approximately 2.72% of the total voting power of our outstanding shares, and the securityholders of Zanite immediately prior to the Closing (which includes Zanite's initial stockholders) beneficially owned post-Closing approximately 3.84% of the outstanding shares of Common Stock, which represents approximately 3.45% of the total voting power of our outstanding shares.

Item 1.01 Entry into a Material Definitive Agreement

Amended and Restated Registration Rights Agreement

On May 9, 2022, in connection with the consummation of the business combination and as contemplated by the Business Combination Agreement, the Company entered into an Amended and Restated Registration Rights Agreement (the "Registration Rights Agreement") with EAH, the Sponsor and certain other holders of the Company's equity securities that are party thereto, which provides the holders of the Company's securities party thereto certain demand and piggyback registration rights with respect to their equity securities in the Company. Pursuant to the Registration Rights Agreement, the Company agreed to register for resale, pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), certain shares of Common Stock and other of the Company's equity securities that are held by the parties thereto from time to time. The Registration Rights Agreement contains a three-year lock-up period, pursuant to which, subject to certain exceptions, EAH, the Sponsor and certain other parties thereto will be restricted from transferring the shares of Common Stock and warrants they own immediately following the Closing until the date that is three years after the Closing. The Registration Rights Agreement amends and restates the registration rights agreement that was entered into by Zanite, the Sponsor and the other parties thereto in connection with Zanite's initial public offering.

The foregoing description of the Registration Rights Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Registration Rights Agreement, a copy of which is filed as Exhibit 10.1 hereto and the terms of which are incorporated by reference herein.

Stockholders Agreement

On May 9, 2022, in connection with the consummation of the business combination and as contemplated by the Business Combination Agreement, the Company entered into a Stockholders Agreement (the "Stockholders Agreement") with EAH and the Sponsor. Pursuant to the terms of the Stockholders Agreement, among other things, (a) EAH has the right to nominate five directors to our initial Board, three of whom shall satisfy the independence requirements of the NYSE, (b) the Sponsor has the right to nominate one director to our initial Board, and (c) EAH and the Sponsor have the right to jointly nominate one director to our initial Board, who shall satisfy the independence requirements of the NYSE. In addition, for so long as EAH directly or indirectly through any of its affiliates holds at least 10% of the outstanding shares of Common Stock, EAH will also have the right to: (i) nominate a number of directors to our Board at least proportional to the number of shares of Common Stock owned by EAH directly or indirectly through any of its affiliates; and (ii) appoint a number of representatives to each committee of our Board that is at least proportional to the number of outstanding shares of Common Stock owned by EAH directly or indirectly through any of its affiliates. For so long as EAH directly or indirectly through any of its

affiliates holds at least 20% of the outstanding shares of Common Stock, EAH will also have the right to designate the chairperson of the Company's Board (who need not be a nominee of EAH), and will also have certain financial data and information access rights.

In addition, for so long as EAH directly or indirectly through any of its affiliates holds at least 35% of the outstanding shares of Common Stock, the following actions may not be taken (or agreed to be taken) by the Company without the prior written consent of EAH: (a) the sale of greater than 30% of the assets or voting securities of the Company (subject to certain exceptions); (b) the voluntary liquidation or dissolution of the Company; (c) any amendment to or modification of the Company's organizational documents that materially and adversely affects EAH in its capacity as a stockholder of the Company; (d) the relocation of the Company's domicile; (e) any change to the Company's corporate name; or (f) any change to the size of the Company's Board.

The foregoing description of the Stockholders Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Stockholders Agreement, a copy of which is filed as Exhibit 10.2 hereto and the terms of which are incorporated by reference herein.

Tax Receivable Agreement

On May 9, 2022, in connection with the consummation of the business combination and as contemplated by the Business Combination Agreement, the Company entered into a Tax Receivable Agreement (the "Tax Receivable Agreement") with EAH. The Tax Receivable Agreement will generally provide for the payment by us to EAH of 75% of certain net tax savings in U.S. federal and state taxes, that the Company actually realizes (or are deemed to realize) in periods after the closing of the business combination as a result of increases in the tax basis of the assets of the UAM Business resulting from the Pre-Closing Restructuring (each as defined in the Business Combination Agreement) and tax benefits related to entering into the Tax Receivable Agreement. The Company expects to retain the benefit of the remaining 25% of these tax savings. To the extent the Company is treated as a member of a consolidated, combined, affiliated or other group filing a joint return for U.S. federal or state income tax purposes of which EAH or an affiliate of EAH is the common parent, taxes included on, and any resulting reduction in taxes on, any such joint return will generally not be taken into account for determining payments under the Tax Receivable Agreement and will instead be governed by the Tax Sharing Agreement, discussed below.

For purposes of the Tax Receivable Agreement, the applicable tax savings will generally be computed by comparing our actual tax liability for a given taxable year to the amount of such taxes that the Company would have been required to pay in such taxable year without the increase in tax basis in the assets of the UAM Business. Except as described below, the term of the Tax Receivable Agreement commenced upon the closing of the business combination and will continue indefinitely. Payments under the Tax Receivable Agreement are not conditioned on EAH's continued ownership of Common Stock. Further information about the Tax Receivable Agreement is set forth beginning on page 126 of the Proxy Statement in the section entitled, "*The Business Combination Proposal — Ancillary Agreements — Tax Receivable Agreement*," and that information is incorporated herein by reference.

The foregoing description of the Tax Receivable Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Tax Receivable Agreement, a copy of which is filed as Exhibit 10.3 hereto and the terms of which are incorporated by reference herein.

Tax Sharing Agreement

On May 9, 2022, in connection with the consummation of the business combination and as contemplated by the Stockholders Agreement, the Company entered into a Tax Sharing Agreement (the "Tax Sharing Agreement") with EAH. The Tax Sharing Agreement governs the allocation of consolidated U.S. income tax liabilities and setting forth agreements with respect to other tax matters. To the extent EAH and the Company are not members of the same consolidated tax group, the allocation of certain tax items will instead be governed by the Tax Receivable Agreement as described above. The Tax Sharing Agreement also governs certain matters related to the resulting consolidated federal income tax returns, as well as state and local returns filed on a consolidated or combined basis.

The Tax Sharing Agreement also provides for certain payments between EAH and the Company. For periods in which the Company has taxable income that contributes to and increases the overall tax liability of the consolidated group of which EAH or an affiliate is the common parent (the "EAH Consolidated Group"), the Tax Sharing Agreement requires the Company to make payments to EAH equal to the tax liability it would have had had it been outside of the consolidated group. For periods in which the Company's inclusion in the EAH Consolidated Group decreases the tax liability of the EAH Consolidated Group, tax benefits generated by the Company that are realized by EAH will be accounted for and will apply to offset future payments due from the Company to EAH under the Tax Sharing Agreement. If any tax benefits that have accumulated during the period in which EAH is a member of the EAH Consolidated Group have not been applied to offset payments under the Tax Sharing Agreement at the time the Company ceases to be a member of the EAH Consolidated Group, such uncompensated tax benefits can be used to offset amounts payable by the Company to EAH under the Tax Receivable Agreement as described above. For purposes of determining the amount of payments required to be made by the Company pursuant to the foregoing, and for determining the extent to which tax benefits generated by the Company that are realized by the EAH Consolidated Group may offset future payments under the Tax Sharing Agreement or the Tax Receivable Agreement, the Tax Sharing Agreement will generally disregard 75% of the tax benefits arising from tax basis in the assets of the Company created in the Pre-Closing Restructuring, consistent with the agreed sharing percentages for such tax savings under the Tax Receivable Agreement if the Company were not a member of the EAH Consolidated Group. The Tax Sharing Agreement also contains provisions with respect to tax audits and the filing of tax returns that are customary for tax sharing agreements between members of a consolidated group. Further information about the Tax Sharing Agreement is set forth beginning on page 127 of the Proxy Statement in the section entitled, "*The Business Combination Proposal — Ancillary Agreements — Tax Sharing Agreement*" and that information is incorporated herein by reference.

The foregoing description of the Tax Sharing Agreement is not complete and is subject to and qualified in its entirety by reference to the full text of the Tax Sharing Agreement, a copy of which is filed as Exhibit 10.4 hereto and the terms of which are incorporated by reference herein.

Indemnification of Directors and Officers

The Company has entered into separate indemnification agreements with its directors and executive officers. These agreements, among other things, require the Company to indemnify its directors and executive officers for certain liabilities and expenses, reasonable attorneys' fees and all other direct or indirect costs, expenses and obligations, including judgments, fines, penalties, interest, appeal bonds, amounts paid in settlement with the approval of the Company, counsel fees and disbursements (including, without limitation, experts' fees, court costs, retainers, appeal bond premiums, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) and other fees (including, among others, witness fees, travel expenses and fees of private investigators and professional advisors, actually paid or incurred in connection with investigating, prosecuting, defending, being a witness in or participating in any Claim relating to any Indemnifiable Event (as such terms are defined in each indemnification agreement) incurred by a director or executive officer in any action or proceeding related to the fact that such person is or was a director, officer or fiduciary of the Company, or is or was serving on behalf of the Company or at the request of the Company as a director, officer or fiduciary or similar capacity, of another company.The foregoing description of the indemnification agreements is not complete and is subject to and qualified in its entirety by reference to the form of indemnification agreement, a copy of which is attached hereto as Exhibit 10.5 and the terms of which are incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets

The disclosure set forth in the "Introductory Note" above is incorporated into this Item 2.01 by reference.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K states that if the predecessor registrant was a shell company, as Zanite was immediately before the business combination, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. Accordingly, the Company, as the successor issuer to Zanite, is providing the information below that would be included in a Form 10 if the Company were to file a Form 10. Please note that the information provided below relates to the Company as the combined company after the consummation of the business combination, unless otherwise specifically indicated or the context otherwise requires.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements in this Current Report on Form 8-K include "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target", "may", "intend", "predict", "should", "would", "predict", "potential", "seem", "future", "outlook" or other similar expressions (or negative versions of such words or expressions) that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding the Company's expectations with respect to future performance and anticipated financial impacts of the business combination. These statements are based on various assumptions, whether or not identified herein, and on the current expectations of the Company's, management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and may differ from assumptions, and such differences may be material. Many actual events and circumstances are beyond the control of the Company.

These forward-looking statements are subject to a number of risks and uncertainties, including: (i) changes in domestic and foreign business, market, financial, political and legal conditions; (ii) failure to realize the anticipated benefits of the business combination; (iii) risks relating to the uncertainty of the projected financial information with respect to the Company; (iv) the outcome of any legal proceedings that may be instituted against the Company, Embraer, EAH and/or Eve; (v) future global, regional or local economic and market conditions, including the growth and development of the urban air mobility market; (vi) the development, effects and enforcement of laws and regulations; (vii) the Company's ability to grow and manage future growth, maintain relationships with customers and suppliers and retain its key employees; (viii) the Company's ability to develop new products and solutions, bring them to market in a timely manner, and make enhancements to its platform; (ix) the Company's ability to successfully develop, obtain certification for and commercialize its aircraft, (x) the effects of competition on the Company's future business; (xi) the outcome of any potential litigation, government and regulatory proceedings, investigations and inquiries; (xi) the impact of the global COVID-19 pandemic and (xii) those factors discussed in the Proxy Statement under the heading "Risk Factors," and other documents of the Company filed, or to be filed, with the SEC. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that the Company does not presently know or that the Company currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect the Company's expectations, plans or forecasts of future events and views as of the date of this Current Report on Form 8-K. The Company anticipates that subsequent events and developments will cause the Company's assessments to change. However, while the Company may elect to update these forward-looking statements at some point in the future, the Company specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing the Company's assessments as of any date subsequent to the date of this Current Report on Form 8-K. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Business

The businesses of Zanite and Eve prior to the business combination and the Company following the Business Combination are described in the Proxy Statement in the sections titled "*Summary of the Proxy Statement - Information about the Parties to the Business Combination"* beginning on page 1, *"Information about Zanite"* beginning on page 173 and "*Information about Eve*" beginning on page 197 and that information is incorporated herein by reference.

Risk Factors

The risk factors related to the Company's business and operations and the business combination are set forth beginning on page 26 of the Proxy Statement in the section titled "*Risk Factors*" and that information is incorporated herein by reference.

Financial Information

Reference is made to the disclosure set forth in Item 9.01 of this Current Report on Form8-K concerning the financial information of the Company and the UAM Business, which is incorporated herein by reference. Reference is further made to the disclosure contained in the Proxy Statement in the sections titled "*Comparative Share Information*" beginning on page 21, "*Unaudited Pro Forma Condensed Combined Financial Information*" beginning on page 78 and "*Notes to Unaudited Pro Forma Condensed Combined Financial Information*" beginning on page 86, which are incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Reference is made to the disclosure contained in the Proxy Statement in the sections titled "*Zanite's Management's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on page 191 and "*Eve's Management's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on page 210, which are incorporated herein by reference. Further reference is made to the disclosure set forth in Zanite's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022, filed with the SEC on May 3, 2022 ("Zanite's Q1 Quarterly Report"), in the section entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations*," which is incorporated herein by reference.

In addition, Eve's Management's Discussion and Analysis of Financial Condition and Results of Operations of the UAM Business as of and for the three months ended March 31, 2022 is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Quantitative and Qualitative Disclosures about Market Risk

Reference is made to the disclosure on page 221 of the Proxy Statement in the section titled "*Eve's Management's Discussion and Analysis of Financial Condition and Results of Operations - Quantitative and Qualitative Disclosures about Market Risk*," which is incorporated herein by reference. Further reference is made to the disclosure set forth in Zanite's Q1 Quarterly Report in the section entitled "*Quantitative and Qualitative Disclosures about Market Risk*," which is incorporated herein by reference.

In addition, reference is made to information in the section entitled "*Quantitative and Qualitative Disclosures about Market Risk*," set forth in Exhibit 99.1 attached hereto is incorporated herein by reference.

Facilities

The facilities of the Company are described beginning on page 209 of the Proxy Statement in the section titled "*Information About Eve - Facilities*" and that information is incorporated herein by reference.

BENEFICIAL OWNERSHIP OF SECURITIES

The following table sets forth the beneficial ownership of Common Stock immediately following consummation of the business combination by:

- each person who is the beneficial owner of more than 5% of Common Stock;
- each person who is an executive officer or director of the Company; and
- all executive officers and directors of the Company, as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security or the right to acquire such power within 60 days.

There were 264,332,132 shares of Common Stock and 25,750,000 warrants to purchase shares of Common Stock, each warrant exercisable for one share of Common Stock at an exercise price of $11.50 per share, issued and outstanding immediately following the consummation of the business combination.

Unless otherwise indicated, the Company believes that all persons named below have sole voting and investment power with respect to the voting securities indicated in the table below and the corresponding footnotes as being beneficially owned by them.

Name and Address of Beneficial Owner(1)	Number of Shares of Common Stock	Percentage of Shares of Common Stock
5% Holders		
Embraer Aircraft Holding, Inc.(2)	238,500,000	90.2%
Directors and Executive Officers		
Gerard J. DeMuro(3)	351,917	*
André Duarte Stein	—	—
Eduardo Couto	—	—
Luis Carlos Affonso	—	—
Michael Amalfitano	—	—
Marion Clifton Blakey	—	—
José Manuel Entrecanales(4)	3,900,000	1.5%
Paul Eremenko	—	—
Sergio Pedreiro	—	—
Kenneth C. Ricci(5)	9,861,062	3.7%
All Company directors and executive officers as a group (ten individuals)	14,112,979	5.21%

* Less than one percent

(1) Unless otherwise noted, the business address of each of those listed in the table above is c/o Eve Holding, Inc., 1400 General Aviation Drive, Melbourne, Florida 32935.

(2) Embraer Aircraft Holding, Inc. is controlled by Embraer S.A. The address of the principal business office of Embraer Aircraft Holding, Inc. is 276 S.W. 34th Street Fort Lauderdale, Florida, 33315. The address of the principal business office of Embraer S.A. is Avenida Dra. Ruth Cardoso, 8501, 30th floor (part), Pinheiros, Sao Paulo, SP, 05425-070, Brazil.

(3) Comprised of (i) 150,000 shares of Class B common stock, which converted into shares of Common Stock upon the Closing on a one-for-one basis, (ii) 61,917 shares of Common Stock underlying the private placement warrants received from Zanite Sponsor LLC in a pro-rata distribution of its securities to its members upon the Closing, which warrants will become exercisable 30 days following the Closing and (iii) 140,000 shares of Common Stock issued to Mr. DeMuro at the Closing pursuant to the terms of his Employment Agreement.

(4) Acciona Logistica, S.A. ("Acciona") is the record holder of shares reported herein, which includes 900,000 shares of Common Stock underlying the new warrants that were issued to Acciona pursuant to the terms of a Strategic Warrant Agreement, which warrants were issued and became exercisable at the Closing. Mr. Entrecanales is the Chairman and Chief Executive Officer of Acciona S.A., Acciona's ultimate parent company.

(5) Directional Zanite, LLC is the record holder of the shares reported herein, which includes 4,050,120 shares of Common Stock and 5,810,942 shares of Common Stock underlying private placement warrants that will become exercisable 30 days following the Closing. Mr. Ricci is a manager of Directional Zanite, LLC and holds voting and investment discretion with respect to the Common Stock held of record by Directional Zanite, LLC. Mr. Ricci disclaims any beneficial ownership of the securities held by Directional Zanite, LLC, other than to the extent of any pecuniary interest he may have therein, directly or indirectly.

Directors and Executive Officers

The Company's directors and executive officers after the Closing are described beginning on page 223 of the Proxy Statements in the section titled "*Management of the Company Following the Business Combination*" and that information is incorporated herein by reference.

Director Independence

Information with respect to the independence of the Company's directors is set forth beginning on page 229 of the Proxy Statement in the section titled "*Management of the Company Following the Business Combination — Corporate Governance - Director Independence*" and that information is incorporated herein by reference.

Committees of the Board of Directors

Information with respect to the composition of the Board immediately after the Closing is set forth in the Proxy Statement in the section titled "*Management of the Company Following the Business Combination — Corporate Governance - Composition of the Board of Directors*" beginning on page 228 and "*Management of the Company Following the Business Combination — Corporate Governance - Committees of the Board of Directors*" beginning on page 229 and that information is incorporated herein by reference.

Controlled Company Exemptions

On May 9, 2022, the Board determined that the Company qualifies for, and will avail itself of, the controlled company exemptions under the corporate governance rules of the NYSE. Accordingly, the Company will not be required to have (1) a majority of "independent directors" on our Board, as defined under the rules of the NYSE, (2) a compensation committee and a nominating and governance committee composed entirely of "independent directors" or (3) an annual performance evaluation of the compensation and nominating and governance committees. As such, the Company will have neither a standing compensation committee nor a standing nominating and corporate governance committee immediately following the Closing and such functions will instead be performed by the Board.

Notwithstanding such exemptions, the Company's initial Board will be comprised of a majority of independent directors, with four directors who qualify as independent under the rules of the NYSE.

Information with respect to the corporate governance of the Company immediately after the Closing is set forth in the Proxy Statement in the section titled "*Management of the Company Following the Business Combination — Corporate Governance"*beginning on page 228 and that information is incorporated herein by reference.

Executive Compensation

A description of the compensation of the named executive officers of Eve before the consummation of the business combination is set forth beginning on page 231 of the Proxy Statement in the section titled "*Executive Compensation*," and that information is incorporated herein by reference.

On September 14, 2021, Gerard DeMuro entered into an employment agreement with EAH to serve as Eve's Co-Chief Executive Officer, and after the Closing, to serve as the Company's Co-Chief Executive Officer. Mr. DeMuro will receive a base salary of at least $400,000 annually. Under the terms of his employment agreement, he also will receive a one-time equity grant, as described beginning on page 170 of the Proxy Statement in the section titled "*Equity Incentive Plan Proposal — New Plan Benefits.*" Mr. DeMuro's employment agreement also contains standard covenants to restrict competitive activity post-employment with the Company.

If Mr. DeMuro's employment is terminated by the Company without cause or by Mr. DeMuro for good reason, with the execution of a general release of claims, he will be entitled to severance in the amount of one times his base salary, benefits continuation coverage for one year and accelerated vesting of certain equity awards. A copy of Mr. DeMuro's employment agreement is attached hereto as Exhibit 10.16.

At the Special Meeting, Zanite stockholders approved the Eve Holding, Inc. 2022 Stock Incentive Plan (the "Incentive Plan"). The description of the Incentive Plan is set forth beginning on page 163 of the Proxy Statement section titled "*Incentive Plan Proposal*," which is incorporated herein by reference. The description of the Incentive Plan is not complete and is subject to and qualified in its entirety by reference to the Incentive Plan, a copy of which is attached hereto as Exhibit 10.6 and the terms of which are incorporated by reference herein.

Following the consummation of the business combination, the Company expects that the Board will approve grants of awards under the Incentive Plan to eligible participants, as described beginning on page 170 of the Proxy Statement in the section titled "*Equity Incentive Plan Proposal — New Plan Benefits.*"

Director Compensation

A description of the compensation of the directors of Eve before the consummation of the business combination is set forth beginning on page 231 of the Proxy Statement in the section titled "*Executive Compensation*," and that information is incorporated herein by reference.

Following the Closing, each independent director of the Company will be entitled to receive an annual cash retainer of $60,000, payable $5,000 per month, and an annual equity grant of restricted stock units with a fair market value of $150,000 as of the date of the grant, vesting on the third anniversary of the grant.

Certain Relationships and Related Party Transactions

Certain relationships and related party transactions of the Company are described beginning on page 248 of the Proxy Statement in the section titled "*Certain Relationships and Related Persons Transactions*" and that information is incorporated herein by reference.

Legal Proceedings

Reference is made to the disclosure regarding legal proceedings in the section of the Proxy Statement titled "*Information About Zanite — Legal Proceedings*" beginning on page 190 and "*Information about Eve — Legal Proceedings*" beginning on page 209 and that information is incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Stock and Related Stockholder Matters

Zanite's publicly-traded Class A common stock, units and warrants were historically listed on the Nasdaq under the symbols "ZNTE," "ZNTEU" and "ZNTEW," respectively. On May 10, 2022, the Common Stock and public warrants outstanding upon the Closing began trading on the NYSE under the symbols "EVEX" and "EVEXW," respectively. At the Closing, each of Zanite's public units separated into its components consisting of one share of common stock and one-half of one redeemable warrant and, as a result, the units no longer trade as a separate security.

The Company currently intends to retain its future earnings, if any, to finance the further development and expansion of its business and does not intend to pay cash dividends in the foreseeable future. Any future determination to pay dividends will be at the discretion of the Board and will depend on the Company's financial condition, results of operations, capital requirements, restrictions contained in future agreements and financing instruments, business prospects and such other factors as its Board deems relevant. As a result, you may not receive any return on an investment in your Common Stock unless you sell your Common Stock for a price greater than that which you paid for it. See the section beginning on page 25 of the Proxy Statement titled "*Market Price, Ticker Symbol and Dividend Information"* and such information is incorporated herein by reference.

Recent Sales of Unregistered Securities

Reference is made to the disclosure set forth below under Item 3.02 of this Current Report on Form8-K concerning the issuance and sale by the Company of certain unregistered securities, which is incorporated herein by reference.

Description of Registrant's Securities to Be Registered

The description of the Company's securities is contained beginning on page 233 of the Proxy Statement in the section titled "*Description of Securities"* and that information is incorporated herein by reference.

Indemnification of Directors and Officers

The disclosure set forth in Item 1.01 of this Current Report on Form8-K under the heading "Indemnification of Directors and Officers" is incorporated into this Item 2.01 by reference.

Financial Statements and Exhibits

The information set forth under Item 9.01 of this Current Report on Form8-K is incorporated herein by reference. Further reference is made to Zanite's condensed financial statements as of and for the three months ended March 31, 2022 and March 31, 2021 and related notes thereto which are set forth in Zanite's Q1 Quarterly Report and incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The information set forth under Item 4.01 of this Current Report on Form8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth above in the "Introductory Note" of this Current Report on Form8-K is incorporated herein by reference. The securities issued in connection with the Equity Exchange and PIPE Investment were issued pursuant to and in accordance with the exemption from registration under the Securities Act, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Shares of Common Stock

In connection with the business combination, the Company increased the total number of authorized shares of all classes of capital stock to 1,100,000,000 shares, consisting of (a) 1,000,000,000 shares of Common Stock and (b) 100,000,000 shares of preferred stock.

New Warrants

As previously announced, concurrently with the execution of certain Subscription Agreements, the Company entered into Warrant Agreements, dated as of December 21, 2021, each by and between or among the Company and (i) Republic Airways Inc., (ii) SkyWest Leasing, Inc., (iii) Falko Regional Aircraft Limited and Falko eVTOL LLC, (iv) BAE Systems plc, (v) Azorra Aviation Holdings, LLC, (vi) Rolls-Royce PLC or (vii) Strong Fundo de Investimento em Cotas de Fundos de Investimento Multimercado, and a Warrant Agreement, dated as of March 16, 2022, by and between the Company and Acciona Logistica, S.A. (collectively, the "Strategic Warrant Agreements"). The description of the warrants issuable pursuant to the terms of the Strategic Warrant Agreements (the "new warrants") is contained beginning on page 128 of the Proxy Statement in the section titled "*The Business Combination Proposal - Ancillary Agreements - Strategic Warrant, Lock-Up Agreements and Put Option Agreements"* and on page 239 in the section titled "*Description of Securities - Warrants - New Warrants*" and that information is incorporated herein by reference.

The new warrants were issued pursuant to and in accordance with the exemption from registration under the Securities Act, under Section 4(a)(2) and/or Regulation D promulgated under the Securities Act.

Information regarding unregistered sales of the Company's securities is set forth in Item 3.02 of the Company's Current Reports on Form 8-K filed with the SEC on November 19, 2020, May 18, 2021, November 17, 2021, December 21, 2021, December 27, 2021, March 15, 2022, March 18, 2022 and April 5, 2022 and such items are incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

In connection with the business combination, on May 9, 2022, the Company filed an Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") with the Delaware Secretary of State, and also adopted Bylaws on May 9, 2022 (the "Bylaws"), which replace Zanite's certificate of incorporation and bylaws in effect as of such time. The material terms of the Certificate of Incorporation and the Bylaws and the general effect upon the rights of holders of the Company's Common Stock are discussed in the Proxy Statement in the sections titled "*The Charter Amendment Proposals*" beginning on page 154, "*The Advisory Charter Proposals*" beginning on page 157, and "*Description of Securities*" beginning on page 233.

The Company's Common Stock and public warrants are listed for trading on the NYSE under the symbols "EVEX" and "EVEXW," respectively. On the date of the Closing, the CUSIP numbers relating to the Company's Common Stock and public warrants changed to 29970N 104 and 29970N 112, respectively.

The foregoing description of the Certificate of Incorporation and the Bylaws is not complete and is subject to and qualified in its entirety by reference to the Certificate of Incorporation and the Bylaws, copies of which are attached hereto as Exhibits 3.1 and 3.2 and the terms of which are incorporated by reference herein.

Item 4.01. Changes in Registrant's Certifying Accountant.

(a) Dismissal of independent registered public accounting firm.

Prior to the business combination, PricewaterhouseCoopers Auditores Independentes Ltda. ("PwC Brazil") served as the independent registered public accounting firm for Embraer and its consolidated subsidiaries ("Embraer"). The UAM Business is a carve-out of Embraer and was audited by PricewaterhouseCoopers LLP ("PwC US"). On March 31, 2022, PwC Brazil was dismissed as the independent registered public accounting firm of Embraer and PwC US was dismissed as the auditor of the UAM Business of Embraer.

PwC US's reports on the combined financial statements of UAM Business of Embraer as of and for the fiscal years ended December 31, 2021 and December 31, 2020 did not contain any adverse opinion or a disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope or accounting principles.

During fiscal 2021 and fiscal 2020, and in the subsequent interim period through March 31, 2022, (i) there were no disagreements with PwC US (within the meaning of Item 304(a)(1)(iv) of Regulation S-K) on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure that if not resolved to PwC US's satisfaction, would have caused PwC US to make reference thereto in its reports; and (ii) there were no "reportable events" (as defined in Item 304(a)(1)(v) of Regulation S-K under the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

The Company provided PwC US with a copy of the foregoing disclosures and requested that PwC US provide a letter addressed to the SEC stating whether it agrees with such disclosures. A copy of PwC's letter dated May 13, 2022 is filed as Exhibit 16.1 to this Current Report on Form 8-K.

On May 9, 2022, the audit committee of the Board approved the engagement of KPMG LLP ("KPMG") as the Company's independent registered public accounting firm to audit the Company and its subsidiaries consolidated financial statements as of and for the year ended December 31, 2022. Accordingly, on May 9,

2022, WithumSmith+Brown, PC ("Withum"), Zanite's independent registered public accounting firm prior to the business combination, was informed that it would be replaced by KPMG as the Company's independent registered public accounting firm effective as of such date.

The report of Withum ("Withum's 2021 Report") on Zanite's consolidated balance sheet as of December 31, 2020 and the related statements of operations, changes in stockholders' equity and cash flows for the period from August 7, 2020 (inception) through December 31, 2020 (collectively referred to as the "2020 financial statements"), as amended, included a paragraph containing a going concern qualification, which stated, "The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, if the Company is unable to complete a business combination by May 19, 2021 then the Company may cease all operations except for the purpose of liquidating unless a resolution of its Board of Directors is passed at the request of the Sponsor, to extend the period of time the Company will have to consummate a Business Combination up to two times, each by an additional 6 months (until May 19, 2022), subject to the Sponsor purchasing additional Private Placement Warrants. The uncertainty surrounding the date for mandatory liquidation and subsequent dissolution raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty."

Withum's 2021 Report also contained the following statement related to Zanite's 2020 financial statements, "As discussed in Note 2 to the financial statements, the Securities and Exchange Commission issued a public statement entitled Staff Statement on Accounting and Reporting Considerations for Warrants Issued by Special Purpose Acquisition Companies ("SPACs") (the "Public Statement") on April 12, 2021, which discusses the accounting for certain warrants as liabilities. The Company previously accounted for its warrants as equity instruments. Management evaluated its warrants against the Public Statement, and determined that the private warrants should be accounted for as liabilities. Accordingly, the 2020 financial statements have been restated to correct the accounting and related disclosure for the warrants."

The report of Withum on Zanite's consolidated balance sheets as of December 31, 2021 and 2020 and the related statements of operations, changes in stockholders' deficit and cash flows for the year ended December 31, 2021 and for the period from August 7, 2020 (inception) through December 31, 2020 included a paragraph containing a going concern qualification, which stated, "The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, if the Company is unable to raise additional funds to alleviate liquidity needs as well as complete a Business Combination by the close of business on May 19, 2022, then the Company will cease all operations except for the purpose of liquidating. This date for mandatory liquidation and subsequent dissolution raises substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty."

During the period from August 7, 2020 (the date of incorporation of Zanite) to March 31, 2022 and the subsequent interim period through May 9, 2022, there were no disagreements between the Company and Withum on any matter of accounting principles or practices, financial disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Withum, would have caused it to make reference to the subject matter of the disagreements in its reports on the Company's financial statements for such period.

During the period from August 7, 2020 (the date of incorporation of Zanite) to March 31, 2022 and the subsequent interim period through May 9, 2022, there were no "reportable events" (as defined in Item 304(a)(1)(v) of Regulation S-K under the Exchange Act).

The Company has provided Withum with a copy of the foregoing disclosures and has requested that Withum furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements made by the Company set forth above. A copy of Withum's letter, dated May 13, 2022, is filed as Exhibit 16.2 to this Current Report on Form 8-K.

(b) Disclosures regarding the new independent auditor.

As described above, on May 9, 2022, the audit committee of the Board approved the engagement of KPMG as the Company's independent registered public accounting firm to audit the Company and its subsidiaries consolidated financial statements as of and for the year ended December 31, 2022.

Item 5.01 Changes in Control of Registrant.

The information set forth above in the "Introductory Note" and Item 2.01 of this Current Report on Form8-K is incorporated herein by reference. Reference is further made to the summary of the business combination, which is described beginning on page 101 of the Proxy Statement in the section titled "*The Business Combination Proposal*," and is incorporated herein by reference.

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

As of the Closing, and in accordance with the terms of the Business Combination Agreement, the Board is comprised of seven directors: Sergio Pedreiro and José Manuel Entrecanales, who serve as Class I directors with terms expiring at the Company's 2023 annual meeting of stockholders, Marion Clifton Blakey and Paul Eremenko, who serve as Class II directors with terms expiring at the Company's 2024 annual meeting of stockholders, and Luis Carlos Affonso, Michael Amalfitano and Kenneth C. Ricci, who serve as Class III directors with terms expiring at the Company's 2025 annual meeting of stockholders or, in each case, when his or her respective successor is duly elected and qualified, or upon his or her earlier death, resignation, retirement or removal. Immediately following the consummation of the business combination, the following individuals became the executive officers of the Company: Gerard J. DeMuro, André Duarte Stein and Eduardo Couto. Concurrently with the consummation of the business combination, Zanite's officers and directors, other than Mr. Ricci (who serves as a director of the Company following the business combination), resigned from their respective positions at Zanite.

On the date of the Closing, the Company's audit committee consisted of Sergio Pedreiro, Marion C. Blakey and Paul Eremenko, with Sergio Pedreiro serving as the chair of the committee. Each member of the audit committee qualifies as an independent director under the NYSE corporate governance standards and the independence requirements of Rule 10A-3 of the Exchange Act. In addition, each member of the audit committee is able to read and understand financial statements. The Board also determined that at least one member of the Company's audit committee has past employment experience in finance and accounting, as required under the rules of the NYSE.

The disclosure set forth in Item 2.01 of this Current Report on Form8-K under the headings "Executive Compensation," "Director Compensation," "Employment Agreements," "Certain Relationships and Related Party Transactions" and "Indemnification of Directors and Officers" are incorporated in this Item 5.02 by reference.

Item 5.06 Change in Shell Company Status.

Upon the Closing, the Company ceased to be a shell company. The material terms of the business combination are described beginning on page 101 of the Proxy Statement in the sections titled "*The Business Combination Proposal,*" and are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

The information in this Item 7.01, including Exhibit 99.2, is furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. On May 9, 2022, the Company issued a press release announcing the Closing. The press release is furnished as Exhibit 99.2 to this Current Report.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of businesses acquired

Information responsive to Item 9.01(a) of Form 8-K is set forth in the financial statements included in the Proxy Statement on pagesF-2 through F-49, which are incorporated herein by reference.

In addition, the unaudited condensed consolidated financial statements of Eve as of March 31, 2022 and for the three months ended March 31, 2022 and 2021 and the related notes thereto are attached as Exhibit 99.3 and are incorporated herein by reference.

(b) Pro forma financial information.

Certain pro forma financial information of the Company is attached hereto as Exhibit 99.4 and is incorporated herein by reference.

(c) Exhibits.

Exhibit Number	Description
2.1*	Business Combination Agreement, dated as of December 21, 2021, by and among Zanite Acquisition Corp., Embraer S.A., EVE UAM, LLC and Embraer Aircraft Holding, Inc. (incorporated by reference to Annex A to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
3.1	Second Amended and Restated Certificate of Incorporation of Eve Holding, Inc., dated as of May 9, 2022.
3.2	Amended and Restated Bylaws of Eve Holding, Inc., dated as of May 9, 2022.
4.1	Specimen Common Stock Certificate of Eve Holding, Inc.
4.2	Warrant Agreement, dated as of November 16, 2020, by and between Zanite Acquisition Corp. and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.1 to the Zanite Acquisition Corp.'s Current Report on Form 8-K (File No. 001-39704, filed with the Securities and Exchange Commission on November 19, 2020).
10.1*	Amended and Restated Registration Rights Agreement dated as of May 9, 2022, by and among Embraer Aircraft Holding, Inc., Zanite Sponsor LLC and certain other parties thereto.
10.2*	Stockholders Agreement, dated as of May 9, 2022, by and among Eve Holding, Inc., Embraer Aircraft Holding, Inc. and Zanite Sponsor LLC.
10.3	Tax Receivable Agreement, dated as of May 9, 2022, by and among Eve Holding, Inc. and Embraer Aircraft Holding, Inc.
10.4	Tax Sharing Agreement, dated as of May 9, 2022, by and among Eve Holding, Inc. and Embraer Aircraft Holding, Inc.

10.5	Form of Indemnification Agreement (incorporated by reference to Annex L to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.6+	Eve Holding, Inc. 2022 Stock Incentive Plan (incorporated by reference to Annex K to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.7*	Master Services Agreement, dated as of December 14, 2021, by and between Embraer S.A. and EVE UAM, LLC (incorporated by reference to Annex G to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.8*	Master Services Agreement, dated as of December 14, 2021, by and between Atech Negócios em Tecnologias S.A. and EVE UAM, LLC (incorporated by reference to Annex H to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.9*	Services Agreement, dated as of December 14, 2021, by and between EVE Soluções de Mobilidade Aérea Urbana Ltda. and EVE UAM, LLC (incorporated by reference to Annex I to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.10*	Database Limited Access Agreement, dated as of December 14, 2021, by and between EVE Soluções de Mobilidade Aérea Urbana Ltda. and EVE UAM, LLC (incorporated by reference to Annex M to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.11*	Shared Services Agreement, dated as of December 14, 2021, by and among Embraer S.A., Embraer Aircraft Holding, Inc., EVE Soluções de Mobilidade Aérea Urbana Ltda. and EVE UAM, LLC (incorporated by reference to Annex N to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.12*	Contribution Agreement, dated as of December 14, 2021, by and among Embraer S.A., Embraer Aircraft Holding, Inc. and EVE UAM, LLC (incorporated by reference to Annex J to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.13	Form of Strategic Warrant Agreement Number 1, dated as of December 21, 2021 (incorporated by reference to Annex P to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.14	Form of Strategic Warrant Agreement Number 2, dated as of December 21, 2021 (incorporated by reference to Annex P to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.15	Form of Strategic Warrant Agreement Number 3, dated as of December 21, 2021 (incorporated by reference to Annex P to the Company's Definitive Proxy Statement on Form DEFM14A (File No. 001-39704), filed with the Securities and Exchange Commission on April 13, 2022).
10.16+*	Employment Agreement, dated as of September 14, 2021, by and among Eve Holding, Inc., Embraer Aircraft Holding, Inc., Embraer S.A. (solely with respect to Section 11 thereof) and Gerard J. DeMuro.
10.17	Form of Subscription Agreement, dated as of December 21, 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-39704), filed with the Securities and Exchange Commission on December 21, 2021).
16.1	Letter from PricewaterhouseCoopers LLP to the Securities and Exchange Commission, dated as of May 13, 2022.

16.2	Letter from WithumSmith+Brown, PC to the Securities and Exchange Commission, dated as of May 13, 2022.
21.1	List of Subsidiaries
99.1	Eve's Management's Discussion and Analysis of Financial Condition and Results of Operations as of March 31, 2022 and for the three months ended March 31, 2022 and 2021.
99.2	Press Release, dated May 9, 2022.
99.3	Unaudited condensed consolidated financial statements of EVE UAM, LLC as of March 31, 2022 and for the three months ended March 31, 2022 and 2021.
99.4	Unaudited Pro Forma Condensed Consolidated Financial Information.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Certain schedules to this Exhibit have been omitted in accordance with Item 601(a)(5) ofRegulation S-K of the Exchange Act. The Company hereby agrees to hereby furnish supplementally a copy of all omitted schedules to the SEC upon request.

+ Indicates a management or compensatory plan.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Current Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

EVE HOLDING, INC.

Date: May 13, 2022

By: /s/ Gerard J. DeMuro
Name: Gerard J. DeMuro
Title: Co-Chief Executive Officer

Exhibit 3.1

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ZANITE ACQUISITION CORP.

Zanite Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware (the "***Corporation***"), DOES HEREBY CERTIFY AS FOLLOWS:

1. The Corporation was originally incorporated under the name "Zanite Acquisition Corp." by the filing of its original certificate of incorporation with the Secretary of State of the State of Delaware on August 7, 2020 (the "***Original Certificate***").

2. An Amended and Restated Certificate of Incorporation of the Corporation, which amended and restated the Original Certificate in its entirety, was filed with the Secretary of State of the State of Delaware on November 16, 2020 (the "***Existing Certificate***")

3. This Second Amended and Restated Certificate of Incorporation (the "***Amended and Restated Certificate of Incorporation***") was duly adopted by the Board of Directors of the Corporation (the "***Board of Directors***") and the stockholders of the Corporation, in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, as amended from time to time (the "***DGCL***").

4. This Amended and Restated Certificate of Incorporation shall become effective on the date of filing with the Secretary of State of the State of Delaware.

5. The text of the Existing Certificate is hereby amended and restated to read in its entirety as set forth in Exhibit A attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be signed by a duly authorized officer on May 9, 2022.

ZANITE ACQUISITION CORP.

By: /s/ Steven H. Rosen
Name: Steven H. Rosen
Title: Co-CEO

[Signature Page to Second Amended and Restated Certificate of Incorporation]

SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
EVE HOLDING, INC.

ARTICLE I

The name of the corporation is "Eve Holding, Inc." (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 3411 Silverside Road, Tatnall Building, Suite 104, Wilmington, County of New Castle, 19810, and the name of its registered agent at such address is Corporate Creations Network Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL") as it now exists or may hereafter be amended and supplemented.

ARTICLE IV

The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock that the Corporation shall have authority to issue is 1,100,000,000. The total number of shares of Common Stock that the Corporation is authorized to issue is 1,000,000,000, having a par value of $0.001 per share, and the total number of shares of Preferred Stock that the Corporation is authorized to issue is 100,000,000, having a par value of $0.001 per share.

ARTICLE V

The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation are as follows:

A. COMMON STOCK.

1. General. The voting, dividend, liquidation and other rights and powers of the Common Stock are subject to and qualified by the rights, powers and preferences of any series of Preferred Stock as may be designated by the Board of Directors of the Corporation (the "Board of Directors") and outstanding from time to time.

2. Voting. Except as otherwise provided herein or expressly required by law, each holder of Common Stock, as such, shall be entitled to vote on each matter submitted to a vote of stockholders and shall be entitled to one vote for each share of Common Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any Certificate of Designation (as defined below)) that relates solely to the rights, powers, preferences (or the qualifications, limitations or restrictions thereof) or other terms of one or more outstanding series of

Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any Certificate of Designation) or pursuant to the DGCL.

Subject to the rights of any holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL or any successor provision thereof, and no other vote of the holders of any of the Common Stock or Preferred Stock voting separately as a class shall be required therefor.

3. Dividends. Subject to applicable law and the rights and preferences of any holders of any outstanding series of Preferred Stock, the holders of Common Stock, as such, shall be entitled to the payment of dividends on the Common Stock when, as and if declared by the Board of Directors in its discretion from time to time out of assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in all such dividends or other distributions.

4. Liquidation. Subject to the rights and preferences of any holders of any shares of any outstanding series of Preferred Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed among the holders of the then outstanding Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder.

5. Transfer Rights. Subject to applicable law and the transfer restrictions set forth in Article VII of the bylaws of the Corporation (as such Bylaws may be amended from time to time, the "Bylaws"), shares of Common Stock and the rights and obligations associated therewith shall be fully transferable to any transferee.

B. PREFERRED STOCK

Shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the creation and issuance of such series adopted by the Board of Directors as hereinafter provided. The Board of Directors is expressly authorized, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designation relating thereto in accordance with the DGCL (a "Certificate of Designation"), to provide, out of unissued shares of Preferred Stock that have not been designated as to series, for series of Preferred Stock and, with respect to each series, to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, the resolution or resolutions providing for the creation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law and this Amended and Restated Certificate of Incorporation (including any Certificate of Designation). Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Amended and Restated Certificate of Incorporation (including any Certificate of Designation). Any shares of any series of Preferred Stock purchased, exchanged, converted or otherwise acquired by the Corporation, in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock, without designation as to series, and may be reissued as part of any series of Preferred Stock created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on

issuance set forth in this Amended and Restated Certificate of Incorporation (including any Certificate of Designation) or in such resolution or resolutions.

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL or any successor provision thereof, and no other vote of the holders of any of the Common Stock or Preferred Stock voting separately as a class shall be required therefor.

ARTICLE VI

For the management of the business and for the conduct of the affairs of the Corporation it is further provided that:

A. Except as otherwise expressly provided by the DGCL or this Amended and Restated Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the Bylaws.

B. The directors of the Corporation shall be classified with respect to the time for which they severally hold office into three classes, designated as Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one third of the total number of directors constituting the whole Board. The Board is authorized to assign members of the Board already in office to Class I, Class II or Class III. The initial Class I directors shall serve for a term expiring at the first annual meeting of the stockholders following the filing and effectiveness of this Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time"); the initial Class II directors shall serve for a term expiring at the second annual meeting of the stockholders following the Effective Time; and the initial Class III directors shall serve for a term expiring at the third annual meeting following the Effective Time. Subject to the terms and conditions of the Stockholders Agreement, dated as of May 9, 2022, by and among the Corporation and the stockholders named therein (the "Stockholders Agreement"), the Board is authorized to assign members of the Board already in office to Class I, Class II or Class III, with such assignment becoming effective as of the Effective Time. At each annual meeting of stockholders of the Corporation beginning with the first annual meeting of stockholders following the Effective Time, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. Each director shall hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification or removal in accordance with this Amended and Restated Certificate of Incorporation. Any decrease in the number of directors shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, but in no case shall a decrease in the number of directors shorten the term of any incumbent director.

C. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors and subject to the terms and conditions of the Stockholders Agreement, the Board of Directors or any individual director may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote at an election of directors.

D. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors and subject to the terms and conditions of the Stockholders Agreement, except as otherwise provided by law, any vacancies on the Board of Directors resulting from death, resignation, disqualification, retirement, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall be filled exclusively by the affirmative vote of a majority of the directors then in office, even if

less than a quorum, or by a sole remaining director (other than any directors elected by the separate vote of one or more outstanding series of Preferred Stock), and shall not be filled by the stockholders. Any increase in the number of directors shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible. Any director appointed in accordance with this paragraph D of Article VI shall hold office until the expiration of the term of the class to which such director shall have been appointed or until his or her earlier death, resignation, retirement, disqualification, or removal.

E. Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Amended and Restated Certificate of Incorporation (including any Certificate of Designation) and the Bylaws. Notwithstanding anything to the contrary in this Article VI, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to paragraph B of this Article VI, and the total number of directors constituting the whole Board of Directors shall be automatically adjusted accordingly. Except as otherwise provided in the Certificate of Designation(s) in respect of one or more series of Preferred Stock, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such Certificate of Designation(s), the terms of office of all such additional directors elected by the holders of such series of Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall automatically terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

F. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws, subject to the power of the stockholders of the Corporation entitled to vote with respect thereto to adopt, amend or repeal the Bylaws. The stockholders of the Corporation shall also have the power to adopt, amend or repeal the Bylaws; provided, that in addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Amended and Restated Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock) or the Bylaws of the Corporation, the adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders of the Corporation shall require the affirmative vote of the holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote generally in an election of directors.

G. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

H. Except as may otherwise be set forth in the resolution or resolutions of the Board providing for the issuance of one or more series of Preferred Stock, and then only with respect to such series of Preferred Stock, cumulative voting in the election of directors is specifically denied.

ARTICLE VII

A. Subject to the rights of the holders of any series of Preferred Stock, at any time when Embraer Aircraft Holding Inc., a Delaware corporation, and its affiliates (collectively, the "Embraer Group") collectively own, in the aggregate, at least fifty percent (50%) of the outstanding voting stock of the Corporation, any action required or permitted to be taken by the stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the actions so taken, shall be signed by the holders of shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with Section 228 of the DGCL; provided that, from and after the first date that the Embraer Group ceases to collectively own, in the aggregate, at least fifty percent (50%) of the

outstanding voting stock of the Corporation, any action required or permitted to be taken by the stockholders of the Corporation shall be effected at a duly called annual or special meeting of such holders and may not be effected by written consent of the stockholders. Notwithstanding the foregoing, any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Certificate of Designation relating to such series of Preferred Stock, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant series of Preferred Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with the applicable provisions of the DGCL.

B. Subject to the special rights of the holders of one or more series of Preferred Stock, and to the requirements of applicable law, special meetings of the stockholders of the Corporation may be called for any purpose or purposes, at any time only by or at the direction of the Board of Directors, the Chairperson of the Board of Directors, any Chief Executive Officer or a President, in each case, in accordance with the Bylaws, and shall not be called by any other person or persons. The ability of the stockholders to call a Special Meeting of Stockholders is hereby specifically denied. Any such special meeting so called may be postponed, rescheduled or cancelled by the Board of Directors or other person calling the meeting.

C. Advance notice of stockholder nominations for the election of directors and of other business proposed to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes identified in the notice of meeting.

ARTICLE VIII

No director of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL or other applicable law as the same exists or hereafter may be amended. Any amendment, repeal or modification of this Article VIII, or the adoption of any provision of this Amended and Restated Certificate of Incorporation inconsistent with this Article VIII, shall not adversely affect any right or protection of a director of the Corporation with respect to any act or omission occurring prior to such amendment, repeal, modification or adoption. If the DGCL or other applicable law is amended after approval by the stockholders of this Article VIII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL or other applicable law as so amended.

ARTICLE IX

The Corporation hereby expressly elects not to be governed by Section 203 of the DGCL.

ARTICLE X

A. In recognition and anticipation that members of the Board who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates and Affiliated Entities (each, as defined below) may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article X

are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Non-Employee Directors or their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

B. No Non-Employee Director or his or her Affiliates or Affiliated Entities (the Persons (as defined below) above being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (1) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (2) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for an Identified Person and the Corporation or any of its Affiliates, except as provided in Subsection C of this Article X. Subject to Subsection C of this Article X, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person, or does not communicate information regarding such corporate opportunity to the Corporation or any Affiliate of the Corporation.

C. The Corporation does not renounce its interest in any corporate opportunity offered to anyNon-Employee Director if such opportunity is expressly offered or presented to, or acquired or developed by, such person solely in his or her capacity as a director or officer of the Corporation, and the provisions of Subsection B of this Article X shall not apply to any such corporate opportunity.

D. In addition to and notwithstanding the foregoing provisions of this Article X, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (i) the Corporation is neither financially or legally able, nor contractually permitted to undertake, (ii) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation, (iii) is one in which the Corporation has no interest or reasonable expectancy, or (iv) is one presented to any account for the benefit of a member of the Board or such member's Affiliate over which such member of the Board has no direct or indirect influence or control, including, but not limited to, a blind trust.

E. For purposes of this Article X, (i) "Affiliate" shall mean (a) in respect of a member of the Board, any Person that, directly or indirectly, is controlled by such member of the Board (other than the Corporation and any entity that is controlled by the Corporation) and (b) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; (ii) "Affiliated Entity" shall mean (x) any Person of which a Non-Employee Director serves as an officer, director, employee, agent or other representative (other than the Corporation and any entity that is controlled by the Corporation), (y) any direct or indirect partner, stockholder, member, manager or other representative of such Person or (z) any Affiliate of any of the foregoing; and (iii) "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

F. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article X.

ARTICLE XI

To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding") by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (each, a "Covered Person"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, to the fullest extent permitted by applicable law, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such Covered Person in connection with such proceeding. The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by a Covered Person in defending or otherwise participating in any proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking, by or on behalf of the Covered Person, to repay all amounts so advanced if it shall ultimately be determined that the Covered Person is not entitled to be indemnified under this Article XI or otherwise. The rights to indemnification and advancement of expenses conferred by this Article XI shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. Notwithstanding the foregoing provisions of this Article XI, except for proceedings to enforce rights to indemnification and advancement of expenses, the Corporation shall indemnify and advance expenses to a Covered Person in connection with a proceeding (or part thereof) initiated by such Covered Person only if such proceeding (or part thereof) was authorized by the Board. Any repeal or modification of this Article XI by the stockholders of the Corporation shall not adversely affect any rights to indemnification and to the advancement of expenses of any Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

The Corporation hereby acknowledges that certain Covered Persons may have rights to indemnification and advancement of expenses (directly or through insurance obtained by any such entity) provided by one or more third parties (collectively, the "Other Indemnitors"), and which may include third parties for whom such Covered Person serves as a manager, member, officer, employee or agent. The Corporation hereby agrees and acknowledges that notwithstanding any such rights that a Covered Person may have with respect to any Other Indemnitor(s), (i) the Corporation is the indemnitor of first resort with respect to all Covered Persons and all obligations to indemnify and provide advancement of expenses to Covered Persons, (ii) the Corporation shall be required to indemnify and advance the full amount of expenses incurred by the Covered Persons, to the fullest extent required by law, the terms of this Amended and Restated Certificate of Incorporation, the Bylaws, any agreement to which the Corporation is a party, any vote of the stockholders or the Board, or otherwise, without regard to any rights the Covered Persons may have against the Other Indemnitors and (iii) to the fullest extent permitted by law, the Corporation irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors with respect to any claim for which the Covered Persons have sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of any such advancement or payment to all of the rights of recovery of the Covered Persons against the Corporation. These rights shall be a contract right, and the Other Indemnitors are express third party beneficiaries of the terms of this paragraph. Notwithstanding anything to the contrary herein, the obligations of the Corporation under this paragraph shall only apply to Covered Persons in their capacity as Covered Persons.

ARTICLE XII

A. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (the "Chancery Court") (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) and any appellate court thereof (the "Chosen Courts") shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee, agent or stockholder of the Corporation to the Corporation or to the Corporation's stockholders, (iii) any action, suit or proceeding asserting a claim against the Corporation or any current or former director, officer, other employee, agent or stockholder arising pursuant to any provision of the DGCL or the Bylaws or this Amended and Restated Certificate of Incorporation (as either may be amended from time to time), (iv) any action, suit or proceeding as to which the DGCL confers jurisdiction on the Chancery Court, or (v) any action, suit or proceeding asserting a claim against the Corporation or any current or former director, officer, other employee, agent or stockholder governed by the internal affairs doctrine. If any action, suit or proceeding the subject matter of which is within the scope of the immediately preceding sentence is filed in a court other than the Chosen Courts (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (a) the personal jurisdiction of the Chosen Courts in connection with any action brought in any such court to enforce the provisions of the immediately preceding sentence and (b) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

B. Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended.

C. Notwithstanding the foregoing, the provisions of Paragraph A of this Article XII shall not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934 or any other claim for which the federal courts of the United States have exclusive jurisdiction.

D. Any person or entity purchasing or otherwise acquiring or holding any interest in any security of the Corporation (including, but not limited to, shares of capital stock of the Corporation) shall be deemed to have notice of and consented to the provisions of this Article XII.

ARTICLE XIII

A. Notwithstanding anything contained in this Amended and Restated Certificate of Incorporation to the contrary, in addition to any vote required by applicable law or the Stockholders Agreement, the following provisions in this Amended and Restated Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least two-thirds of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class: Article V(B), Article VI, Article VII, Article VIII, Article IX, Article X, Article XI, Article XII and this Article XIII.

B. If any provision or provisions of this Amended and Restated Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Amended and Restated Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Amended and Restated Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent

permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Amended and Restated Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Amended and Restated Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

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AMENDED AND RESTATED BYLAWS

OF

EVE HOLDING, INC.

(A DELAWARE CORPORATION)

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AMENDED AND RESTATED BYLAWS

OF

EVE HOLDING, INC.

(A DELAWARE CORPORATION)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be 3411 Silverside Road, Tatnall Building, Suite 104, in the City of Wilmington, County of New Castle, State of Delaware, 19810.

Section 2. Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors may from time to time determine.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that a meeting of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by Section 211 of the General Corporation Law of the State of Delaware (the "DGCL").

Section 2. Annual Meetings. The Annual Meeting of Stockholders for the election of directors shall be held on such date and at such time as shall be designated from time to time by the Board of Directors. Any other proper business may be transacted at the Annual Meeting of Stockholders.

Section 3. Special Meetings. Unless otherwise required by law or by the certificate of incorporation of the Corporation, as amended and restated from time to time (the "Certificate of Incorporation"), Special Meetings of Stockholders, for any purpose or purposes, may be called by (i) the Chairperson of the Board of Directors, (ii) any Chief Executive Officer or (iii) a committee of the Board of Directors that has been duly designated by the Board of Directors and whose powers and authority include the power to call such meetings. Such request shall state the purpose or purposes of the proposed meeting. At a Special Meeting of Stockholders, only such business shall be conducted as shall be specified in the notice of meeting (or any supplement thereto).

Section 4. Notice. Whenever stockholders are required or permitted to take any action at a meeting, a notice of the meeting, in the form of a writing or electronic transmission, shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at such meeting, if such date is different from the record date for determining stockholders entitled to notice of such meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of such meeting.

Section 5. Nature of Business at Meetings of Stockholders.

(a) Only such business (other than nominations for election to the Board of Directors, which must comply with the provisions of Section 6 of this Article II) may be transacted at an Annual Meeting of Stockholders as is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the Annual Meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof), or (c) otherwise properly brought before the Annual Meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 5 of this Article II and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting and (ii) who complies with the notice procedures set forth in this Section 5 of this Article II.

(b) In addition to any other applicable requirements, for business to be properly brought before an Annual Meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding Annual Meeting of Stockholders; provided, however, that in the event that the Annual Meeting is called for a date that is not within twenty-five (25) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (a) as to each matter such stockholder proposes to bring before the Annual Meeting, a brief description of the business desired to be brought before the Annual Meeting and the proposed text of any proposal regarding such business (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend these bylaws, the text of the proposed amendment), and the reasons for conducting such business at the Annual Meeting, and (b) as to the stockholder giving notice and the beneficial owner, if any, on whose behalf the proposal is being made, (i) the name and address of such person, (ii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of all agreements, arrangements, or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any other person or persons (including their names) in connection with or relating to (A) the Corporation or (B) the proposal, including any material interest in, or anticipated benefit from the proposal to such person, or any affiliates or associates of such person, (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting to bring such business before the meeting; and (v) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies by such person with respect to the

proposed business to be brought by such person before the Annual Meeting pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder.

(d) A stockholder providing notice of business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 5 of this Article II shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of the Annual Meeting.

(e) No business shall be conducted at the Annual Meeting of Stockholders except business brought before the Annual Meeting in accordance with the procedures set forth in this Section 5 of this Article II; provided, however, that, once business has been properly brought before the Annual Meeting in accordance with such procedures, nothing in this Section 5 of this Article II shall be deemed to preclude discussion by any stockholder of any such business. If the chairperson of an Annual Meeting determines that business was not properly brought before the Annual Meeting in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

(f) Nothing contained in this Section 5 of this Article II shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law).

Section 6. Nomination of Directors.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Certificate of Incorporation with respect to the right of holders of preferred stock of the Corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board of Directors may be made at any Annual Meeting of Stockholders, or at any Special Meeting of Stockholders called for the purpose of electing directors, (a) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 6 of this Article II and on the record date for the determination of stockholders entitled to notice of and to vote at such Annual Meeting or Special Meeting and (ii) who complies with the notice procedures set forth in this Section 6 of this Article II.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation. To be timely, a stockholder's notice to the Secretary must be delivered to or be mailed and received at the principal executive offices of the Corporation (a) in the case of an Annual Meeting, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding Annual Meeting of Stockholders; provided, however, that in the event that the Annual Meeting is called for a date that is not within twenty-five (25) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure of the date of the Annual Meeting was made, whichever first occurs; and (b) in the case of a Special Meeting of Stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of the Special Meeting was mailed or public disclosure of the date of the Special Meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an Annual Meeting or a Special Meeting called for the purpose of electing directors, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) To be in proper written form, a stockholder's notice to the Secretary must set forth the following information: (a) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of such person, (ii) the principal occupation or employment of such person, (iii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of all stock of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation, (iv) such person's written representation and agreement that such person (A) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation in such representation and agreement and (C) in such person's individual capacity, would be in compliance, if elected as a director of the Corporation, and will comply with, all applicable publicly disclosed confidentiality, corporate governance, conflict of interest, Regulation FD, code of conduct and ethics, and stock ownership and trading policies and guidelines of the Corporation and (v) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (b) as to the stockholder giving the notice, and the beneficial owner, if any, on whose behalf the nomination is being made, (i) the name and record address of the stockholder giving the notice and the name and principal place of business of such beneficial owner; (ii) (A) the class or series and number of all shares of stock of the Corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (B) the name of each nominee holder of shares of the Corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of shares of stock of the Corporation held by each such nominee holder, (C) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the Corporation and (D) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the Corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the Corporation; (iii) a description of (A) all agreements, arrangements, or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any proposed nominee, or any affiliates or associates of such proposed nominee, (B) all agreements, arrangements, or understandings (whether written or oral) between such person, or any affiliates or associates of such person, and any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, or otherwise relating to the Corporation or their ownership of capital stock of the Corporation, and (C) any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person; (iv) a representation that the stockholder giving notice intends to appear in person or by proxy at the Annual Meeting or Special Meeting to nominate the

persons named in its notice; and (v) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(d) A stockholder providing notice of any nomination proposed to be made at an Annual Meeting or Special Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 6 of this Article II shall be true and correct as of the record date for determining the stockholders entitled to receive notice of the Annual Meeting or Special Meeting, and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for determining the stockholders entitled to receive notice of such Annual Meeting or Special Meeting.

(e) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 6 of this Article II. If the chairman of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded

Section 7. Adjournments and Postponements. Any meeting of the stockholders may be adjourned or postponed from time to time by the Chairperson of such meeting or by the Board of Directors, without the need for approval thereof by stockholders to reconvene or convene, respectively at the same or some other place. Notice need not be given of any such adjourned or postponed meeting if the time and place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned or postponed meeting are announced at the meeting at which the adjournment is taken or, with respect to a postponed meeting, are publicly announced. At the adjourned or postponed meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment or postponement is for more than thirty (30) days, notice of the adjourned or postponed meeting in accordance with the requirements of Section 4 hereof shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment or postponement, a new record date for stockholders entitled to vote is fixed for the adjourned or postponed meeting, the Board of Directors shall fix a new record date for notice of such adjourned or postponed meeting in accordance with Section 11 hereof, and shall give notice of the adjourned or postponed meeting to each stockholder of record entitled to vote at such adjourned or postponed meeting as of the record date fixed for notice of such adjourned or postponed meeting.

Section 8. Quorum. Unless otherwise required by the DGCL or other applicable law or the Certificate of Incorporation, the holders of a majority of the Corporation's capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in Section 5 hereof, until a quorum shall be present or represented.

Section 9. Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, or permitted by the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, any question brought before any meeting of the stockholders, other than the election of directors, shall be decided by the vote of the holders of a majority of the total number of votes of the Corporation's capital stock present at the meeting in person or represented by proxy and entitled to vote on such question, voting as a single class. Unless otherwise provided in the Certificate of Incorporation, and subject to Section 11(a) of this Article II, each stockholder represented at a meeting of the stockholders shall be entitled to cast one (1) vote for each share of the capital stock entitled to vote thereat held by such stockholder.

Such votes may be cast in person or by proxy as provided in Section 8 of this Article II. The Board of Directors, in its discretion, or the Chairperson of a meeting of the stockholders, in his or her discretion, may require that any votes cast at such meeting shall be cast by written ballot.

Section 10. Consent of Stockholders in Lieu of Meeting

(a) Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be executed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. No written consent shall be effective to take the corporate action referred to therein unless written consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner required by this Section 10 within sixty (60) days of the first date on which a written consent is so delivered to the Corporation. Any person executing a consent may provide, whether through instruction to an agent or otherwise, that such a consent will be effective at a future time (including a time determined upon the happening of an event), no later than sixty (60) days after such instruction is given or such provision is made, if evidence of such instruction or provision is provided to the Corporation. Unless otherwise provided, any such consent shall be revocable prior to its becoming effective. An electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written and signed for the purposes of this Section 10, provided that any such electronic transmission sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (ii) the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission.

(b) A consent given by electronic transmission shall be deemed delivered to the Corporation upon the earliest of: (i) when the consent enters an information processing system, if any, designated by the Corporation for receiving consents, so long as the electronic transmission is in a form capable of being processed by that system and the Corporation is able to retrieve that electronic transmission; (ii) when a paper reproduction of the consent is delivered to the Corporation's principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of the stockholders are recorded; (iii) when a paper reproduction of the consent is delivered to the Corporation's registered office by hand or by certified or registered mail, return receipt requested; or (iv) when delivered in such other manner, if any, provided by resolution of the Board of Directors. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation as provided above in this Section 10.

Section 11. Proxies. Each stockholder entitled to vote at a meeting of the stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder as proxy, but no such proxy shall be voted upon after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another

person or persons to act for such stockholder as proxy, the following shall constitute a valid means by which a stockholder may grant such authority:

(a) A stockholder may execute a document authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished in the manner permitted by the DGCL by the stockholder or such stockholder's authorized officer, director, employee or agent.

(b) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such transmission must either set forth or be submitted with information from which it can be determined that the transmission was authorized by the stockholder. If it is determined that such transmissions are valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the information on which they relied.

(c) Any copy, facsimile telecommunication or other reliable reproduction of the document (including any electronic transmission) authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original document for any and all purposes for which the original document could be used; provided, however, that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original document.

Section 12. List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting; provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date. Such list shall be arranged in alphabetical order, and show the address of each stockholder and the number of shares registered in the name of each stockholder; provided, that the Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 13. Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of the stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of and to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of

Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix, as the record date for stockholders entitled to notice of such adjourned meeting, the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting in accordance with the foregoing provisions of this Section 11.

Section 14. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by Section 10 of this Article II or the books and records of the Corporation, or to vote in person or by proxy at any meeting of stockholders. As used herein, the stock ledger of the Corporation shall refer to one (1) or more records administered by or on behalf of the Corporation in which the names of all of the Corporation's stockholders of record, the address and number of shares registered in the name of each such stockholder, and all issuances and transfer of stock of the Corporation are recorded in accordance with Section 224 of the DGCL.

Section 15. Conduct of Meetings. The Board of Directors of the Corporation may adopt by resolution such rules and regulations for the conduct of any meeting of the stockholders as it shall deem appropriate. Meetings of stockholders shall be presided over by the Chairperson of the Board of Directors, if there shall be one, or in his or her absence, or there shall not be a Chairperson of the Board of Directors or in his or her absence, any Chief Executive Officer. The Board of Directors shall have the authority to appoint a temporary Chairperson to serve at any meeting of the stockholders if the Chairperson of the Board of Directors or each Chief Executive Officer is unable to do so for any reason. Except to the extent inconsistent with any rules and regulations adopted by the Board of Directors, the Chairperson of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the Chairperson of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the Chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by stockholders.

Section 16. Inspectors of Election. In advance of any meeting of the stockholders, the Board of Directors, by resolution, the Chairperson of the Board of Directors or any Chief Executive Officer shall appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the Chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall execute and deliver to the Corporation a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

ARTICLE III

DIRECTORS

Section 1. Number and Election of Directors. The Board shall consist of not less than one nor more than fifteen members, each of whom be a natural person, the exact number of which shall initially be fixed by the Incorporator and thereafter from time to time by the Board of Directors. Except as provided in Section 2 of this

Article III, directors shall be elected by a plurality of the votes cast at each Annual Meeting of Stockholders. The Board of Directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The initial division of the Board of Directors into classes shall be made by the decision of the affirmative vote of a majority of the entire Board of Directors and shall be subject to the terms and conditions of the Stockholders Agreement, dated as of May 9, 2022, by and among the Corporation and the stockholders named therein (the "Stockholders Agreement"). The initial Class I directors shall serve for a term expiring at the first Annual Meeting of Stockholders following the filing and effectiveness of the Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time"); the initial Class II directors shall serve for a term expiring at the second Annual Meeting of Stockholders following the Effective Time; and the initial Class III directors shall serve for a term expiring at the third Annual Meeting of Stockholders following the Effective Time. At each Annual Meeting of Stockholders beginning with the first Annual Meeting of Stockholders following the Effective Time, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the Annual Meeting of Stockholders held in the third year following the year of their election. If the number of directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any additional director of any class elected to fill a vacancy resulting from an increase in such class or from the removal from office, death, disability, resignation or disqualification of a director or other cause shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of directors have the effect of removing or shortening the term of any incumbent director. Directors need not be stockholders.

Section 2. Vacancies. Subject to the terms and conditions of the Stockholders Agreement, any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring on the Board of Directors may be filled by a majority of the Board of Directors then in office, even if less than a quorum, or by a sole remaining director. Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of such class shall hold office for a term that shall coincide with the remaining term of that class. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the same remaining term as that of his or her predecessor.

Section 3. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Corporation except as may be otherwise provided in the DGCL, the Certificate of Incorporation, these Bylaws or required by the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading.

Section 4. Meetings. The Board of Directors and any committee thereof may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors or any committee thereof may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors or such committee, respectively. Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors, if there be one, any Chief Executive Officer, or by resolution adopted by a majority of the entire Board of Directors. Special meetings of any committee of the Board of Directors may be called by the Chairperson of such committee, if there be one, any Chief Executive Officer, or a majority of the directors serving on such committee. Notice of any special meeting stating the place, date and hour of the meeting shall be given to each director (or, in the case of a committee, to each member of such committee) not less than twenty-four (24) hours before the date of the meeting, by telephone, or in the form of a writing or electronic transmission, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

Section 5. Organization. At each meeting of the Board of Directors or any committee thereof, the Chairperson of the Board of Directors or the Chairperson of such committee, as the case may be, or, in his or her

absence or if there be none, a director chosen by a majority of the directors present, shall act as Chairperson of such meeting. Except as provided below, the Secretary of the Corporation shall act as secretary at each meeting of the Board of Directors and of each committee thereof. In case the Secretary shall be absent from any meeting of the Board of Directors or of any committee thereof, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all the Assistant Secretaries, the Chairperson of the meeting may appoint any person to act as secretary of the meeting. Notwithstanding the foregoing, the members of each committee of the Board of Directors may appoint any person to act as secretary of any meeting of such committee and the Secretary or any Assistant Secretary of the Corporation may, but need not if such committee so elects, serve in such capacity.

Section 6. Resignations and Removals of Directors. Any director of the Corporation may resign from the Board of Directors or any committee thereof at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board of Directors, if there be one, any Chief Executive Officer or the Secretary of the Corporation and, in the case of a committee, to the Chairperson of such committee, if there be one. Such resignation shall take effect when delivered or, if such resignation specifies a later effective time or an effective time, determined upon the happening of an event or events, in which case, such resignation takes effect upon such effective time. Unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Except as otherwise required by applicable law and subject to the rights, if any, of the holders of shares of preferred stock then outstanding and subject to the terms and conditions of the Stockholders Agreement, any director or the entire Board of Directors may be removed from office at any time, but only for cause, and only by the affirmative vote of the holders of at least a majority in voting power of the issued and outstanding capital stock of the Corporation entitled to vote in the election of directors. Any director serving on a committee of the Board of Directors may be removed from such committee at any time by the Board of Directors.

Section 7. Quorum. Except as otherwise required by law, or the Certificate of Incorporation or the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the vote of a majority of the directors or committee members, as applicable, present at any meeting at which there is a quorum shall be the act of the Board of Directors or such committee, as applicable. If a quorum shall not be present at any meeting of the Board of Directors or any committee thereof, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

Section 8. Actions of the Board by Written Consent. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission. Any person, whether or not then a director, may provide, through instruction to an agent or otherwise, that a consent to action will be effective at a future time (including a time determined upon the happening of an event) no later than sixty (60) days after such instruction is given or such provision is made and such consent shall be deemed to have been given at such effective time so long as such person is then a director and did not revoke the consent prior to such time. Any such consent shall be revocable prior to its becoming effective. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors, or the committee thereof, in the same paper or electronic form as the minutes are maintained.

Section 9. Meetings by Means of Conference Telephone. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, members of the Board of Directors of the Corporation, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or

other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 9 shall constitute presence in person at such meeting.

Section 10. Committees. Subject to the terms and conditions of the Stockholders Agreement, the Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each member of a committee must meet the requirements for membership, if any, imposed by applicable law and the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. Subject to the rules and regulations of any securities exchange or quotation system on which the securities of the Corporation are listed or quoted for trading, in the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another qualified member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any such committee, to the extent permitted by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have the power or authority to (i) approve, adopt, or recommend to the stockholders any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend, or repeal any of these Bylaws. Each committee shall keep regular minutes and report to the Board of Directors when required. Notwithstanding anything to the contrary contained in this Article III, the resolution of the Board of Directors establishing any committee of the Board of Directors and/or the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling.

Section 11. Subcommittees. Unless otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating a committee, such committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee. Except for references to committees and members of committees in Section 10 of this Article III, every reference in these Bylaws to a committee of the Board of Directors or a member of a committee shall be deemed to include a reference to a subcommittee or member of a subcommittee.

Section 12. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for service as committee members.

Section 13. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even

though the disinterested directors be less than a quorum; or (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes such contract or transaction.

ARTICLE IV

OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall include one or more Chief Executive Officers, a Secretary and a Treasurer. The Board of Directors, in its discretion but subject to the terms and conditions of the Stockholders Agreement, also may choose a Chairperson of the Board of Directors (who must be a director) and one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairperson of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Election. The Board of Directors, at its first meeting held after each Annual Meeting of Stockholders, shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers of the Corporation shall be fixed by the Board of Directors.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by any Chief Executive Officer or any Vice President or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation or other entity in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chairperson of the Board of Directors. The Chairperson of the Board of Directors, if there be one, shall preside at all meetings of the stockholders and of the Board of Directors. Subject to the terms and conditions of the Stockholders Agreement, the Chairperson of the Board of Directors shall be appointed by the Board, and, except where by law the signature of a Chief Executive Officer is required, the Chairperson of the Board of Directors shall possess the same power as a Chief Executive Officer or President to sign all contracts, certificates and other instruments of the Corporation which may be authorized by the Board of Directors. During the absence or disability of the Chief Executive Officer (or, if there is more than one Chief Executive Officer, the absence or disability of both Co-Chief Executive Officers), the Chairperson of the Board of Directors shall exercise all the powers and discharge all the duties of the Chief Executive Officer. The Chairperson of the Board of Directors shall also perform such other duties and may exercise such other powers as may from time to time be assigned by these Bylaws or by the Board of Directors.

Section 5. Chief Executive Officer. Subject to such supervisory powers, if any, as the Board may give to the Chairperson of the Board, the Board may elect one or more persons to serve as Chief Executive Officer or Co-Chief Executive Officers and each such individual shall be deemed to be a Chief Executive Officer, and each Chief Executive Officer, if any, shall, subject to the control of the Board, have general supervision, direction, and control of the business and affairs of the corporation and shall report directly to the Board. Any Chief Executive Officer shall see that all orders and resolutions of the Board are carried into effect. Any Chief Executive Officer may serve as chairperson of and preside at all meetings of the stockholders. In the event the Corporation has Co-Chief Executive Officers, any matters upon which the Co-Chief Executive Officers are unable to agree shall be referred to the Board of Directors. In the absence of a Chairperson of the Board, any Chief Executive Officer may preside at all meetings of the Board. Any reference to the Chief Executive Officer in these Bylaws shall be deemed to mean, if there are Co-Chief Executive Officers, either Co-Chief Executive Officer, each of whom may exercise the full powers and authorities of the office unless otherwise determined by the Board.

Section 6. Vice Presidents. At the request of the President or in the President's absence or in the event of the President's inability or refusal to act (and if there be no Chairperson of the Board of Directors), the Vice President, or the Vice Presidents if there are more than one (in the order designated by the Board of Directors), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Chairperson of the Board of Directors and no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the President or in the event of the inability or refusal of the President to act, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairperson of the Board of Directors or any Chief Executive Officer, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or any Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 8. Treasurer. The Treasurer shall have the custody of the Corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors or any Chief Executive Officer taking proper vouchers for such disbursements, and shall render to any Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of the Treasurer and for the restoration to the Corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers,

money and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to the Corporation.

Section 9. Assistant Secretaries. Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, any Chief Executive Officer, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 10. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, any Chief Executive Officer, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Assistant Treasurer and for the restoration to the Corporation, in case of the Assistant Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Assistant Treasurer's possession or under the Assistant Treasurer's control belonging to the Corporation.

Section 11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V

STOCK

Section 1. Form of Certificates. The shares of capital stock of the Corporation shall be represented by certificates, provided that the Board by resolution may provide that some or all of the shares of any class or series of stock of the Corporation shall be uncertificated. Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of, the Corporation by any two authorized officers of the Corporation, certifying the number of shares owned by such stockholder in the Corporation. The Corporation shall not have power to issue a certificate in bearer form.

Section 2. Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate or the issuance of such new certificate.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation (or by delivery of duly executed instructions with respect to uncertificated shares) only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; provided, however, that such surrender and endorsement or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. Every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary or Assistant Secretary of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5. Dividend Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 6. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 7. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

ARTICLE VI

NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, such notice may be given in writing directed to such director's, committee member's or stockholder's mailing address (or by electronic transmission directed to such director's, committee member's or stockholder' electronic mail address, as applicable) as it appears on the records of the Corporation and shall be given: (a) if mailed, when the notice is deposited in the United States mail, postage prepaid, (b) if delivered by courier service, the earlier of when the notice is received or left at such director's, committee member's or stockholder's address or (c) if given by electronic mail, when directed to such director's, committee member's or stockholder's electronic mail address unless such director, committee member or stockholder has notified the corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the under applicable law, the Certificate of Incorporation or these Bylaws. Without limiting the manner by which notice otherwise may be given effectively to stockholders, but subject to Section 232(e) of the DGCL, any notice to stockholders given by the Corporation under applicable law, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Corporation. Notice given by electronic transmission, as described above, shall be deemed given: (i) if by facsimile

telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by a posting on an electronic network, together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the stockholder. Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (i) the Corporation is unable to deliver by such electronic transmission two consecutive notices given by the Corporation and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

Section 2. Waivers of Notice. Whenever any notice is required, by applicable law, the Certificate of Incorporation or these Bylaws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to notice, or a waiver by electronic transmission by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting, present in person or represented by proxy, shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any Annual or Special Meeting of Stockholders or any regular or special meeting of the directors or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by law, the Certificate of Incorporation or these Bylaws.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the Corporation, subject to the requirements of the DGCL and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 8 of Article III hereof), and may be paid in cash, in property, or in shares of the Corporation's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Corporation, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall end on December 31st of each year.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

INDEMNIFICATION

Section 1. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Corporation Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

Section 2. Power to Indemnify in Actions, Suits or Proceedings by or inthe Right of the Corporation. Subject to Section 3 of this Article VIII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Authorization of Indemnification. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (iv) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

Section 4. Good Faith Defined. For purposes of any determination under Section 3 of this Article VIII, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The provisions of this Section 4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be.

Section 5. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 3 of this Article VIII, and notwithstanding the absence of any determination thereunder, any director or officer may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 1 or Section 2 of this Article VIII. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 or Section 2 of this Article VIII, as the case may be. Neither a contrary determination in the specific case under Section 3 of this Article VIII nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 5 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, the director or officer seeking indemnification shall also be entitled to be paid the expense of prosecuting such application.

Section 6. Expenses Payable in Advance. Expenses (including attorneys' fees) incurred by a director or officer of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or by persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 7. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in Section 1 and Section 2 of this Article VIII shall be made to the fullest extent permitted by law. A right to indemnification or to advancement of expenses arising under a provision of the Certificate of Incorporation or these Bylaws shall not be eliminated or impaired by an amendment to the Certificate of Incorporation or these Bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred. The provisions of this Article VIII shall not be deemed to preclude the indemnification of any person who is not specified in Section 1 or Section 2 of this Article VIII but whom the Corporation has the power or obligation to indemnify, under the provisions of the DGCL, or otherwise.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was a director or officer of the Corporation serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VIII or the DGCL.

Section 9. Certain Definitions. For purposes of this Article VIII, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers, so that any person who is or was a director or officer of such constituent corporation, or is or was a director or officer of such constituent corporation serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. The term "another enterprise" as used in this Article VIII shall mean any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. For purposes of this Article VIII, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VIII.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this Article VIII to the contrary, except for proceedings to enforce rights to indemnification (which shall be governed by Section 5 of this Article VIII), the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article VIII to directors and officers of the Corporation.

ARTICLE IX

AMENDMENTS

Section 1. Amendments. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the stockholders or by the Board of Directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of a meeting of the

stockholders or Board of Directors, as the case may be, called for the purpose of acting upon any proposed alteration, amendment, repeal or adoption of new Bylaws. All such alterations, amendments, repeals or adoptions of new Bylaws must be approved by either the holders of two-thirds of the outstanding capital stock entitled to vote thereon or by a majority of the entire Board of Directors then in office. Any amendment to these Bylaws adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board of Directors.

Section 2. Entire Board of Directors. As used in this Article IX and in these Bylaws generally, the term "entire Board of Directors" means the total number of directors which the Corporation would have if there were no vacancies.

Exhibit 4.1

[Certificate_Number]	**Incorporated Under the Laws of the State of Delaware August 7, 2020**	**[Number_of_Shares]**

Eve Holding, Inc.

The corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

THIS IS TO CERTIFY THAT **[Holder_Name]** is the registered owner of **[Shares_Written_Out]** Shares of the **[Stock_Designation_Name]** of

Eve Holding, Inc.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney, upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this certificate to be signed by its duly authorized officers this [_]th day of [_], 20[_].

Assistant Secretary	**Secretary**

SEE REVERSE SIDE FOR RESTRICTIVE LEGENDS, IF ANY

AMENDED AND RESTATED
REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of May 9, 2022, is made and entered into by and among Eve Holding, Inc. (formerly known as Zanite Acquisition Corp.), a Delaware corporation (the "***Company***"), Zanite Sponsor LLC, a Delaware limited liability company (the "***Sponsor***"), Embraer Aircraft Holding, Inc., a Delaware corporation and a wholly owned subsidiary of Embraer S.A. ("***EAH***"), the executive officers and directors of the Company as of immediately prior to the consummation of the transactions contemplated by the Business Combination Agreement and the other members of the Sponsor identified on the signature pages hereto (such executive officers, directors and members, collectively, the "***Zanite Insiders***" and, collectively with the Sponsor, EAH and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 6.2 or Section 6.10 of this Agreement, the "***Holders***" and each, a "***Holder***").

RECITALS

WHEREAS, the Company, the Sponsor, certain of the Zanite Insiders and certain other signatories thereto are party to that certain Registration Rights Agreement, dated as of November 16, 2020 (the "***Original RRA***");

WHEREAS, the Company has entered into that certain Business Combination Agreement, dated as of December 21, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "***Business Combination Agreement***"), by and among the Company, Embraer S.A., a Brazilian corporation (*sociedade anônima*) ("***Embraer***"), EAH and EVE UAM, LLC ("***Eve***"), a Delaware limited liability company, pursuant to which, through a series of transactions, EAH transferred to the Company all of the issued and outstanding limited liability company interests of Eve in exchange for 220,000,000 shares of the Company's common stock, par value $0.001 per share (the "***Common Stock***");

WHEREAS, on the date hereof, certain Holders and other investors have purchased an aggregate of 35,730,000 shares of Common Stock in a transaction exempt from registration under the Securities Act pursuant to the respective subscription agreements (as it may be amended, restated, supplemented or otherwise modified from time to time), each dated as of December 21, 2021, December 24, 2021, March 9, 2022, or March 16, 2022, entered into by and between the Company and each of the Holders and other investors party thereto (each, a "***Subscription Agreement***" and, collectively, the "***Subscription Agreements***");

WHEREAS, pursuant to Section 5.5 of the Original RRA, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the Holders (as defined in the Original RRA) of at least a majority-in-interest of the Registrable Securities (as defined in the Original RRA) at the time in question, and the Sponsor, certain of the Zanite Insiders and certain other signatories hereto are Holders in the aggregate of at least a majority-in-interest of the Registrable Securities as of the date hereof; and

WHEREAS, the Company, the Sponsor, the applicable Zanite Insiders and certain other signatories hereto desire to amend and restate the Original RRA in its entirety and enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Additional Holder***" shall have the meaning given in Section 6.10.

"***Additional Holder Common Stock***" shall have the meaning given in Section 6.10.

"***Additional Subscription Agreements***" shall have the meaning given in the Business Combination Agreement.

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer, the President, such other principal executive officer, the Chief Financial Officer, or the principal financial officer of the Company, after consultation with counsel to the Company, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (c) the Company has a bona fide business purpose for not making such information public.

"***Agreement***" shall have the meaning given in the Preamble hereto.

"***Block Trade***" shall have the meaning given in Section 2.4.1.

"***Board***" shall mean the Board of Directors of the Company.

"***Business Combination Agreement***" shall have the meaning given in the Recitals hereto.

"***Closing***" shall have the meaning given in the Business Combination Agreement.

"***Closing Date***" shall have the meaning given in the Business Combination Agreement.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Common Stock***" shall have the meaning given in the Recitals hereto.

"***Company***" shall have the meaning given in the Preamble hereto and includes the Company's successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.

"***Competing Registration Rights***" shall have the meaning given in Section 6.7.

"***Demanding Holder***" shall have the meaning given in Section 2.1.4.

"***EAH***" shall have the meaning given in the Preamble hereto.

"***Embraer***" shall have the meaning given in the Recitals hereto.

"***Eve***" shall have the meaning given in the Recitals hereto.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Form S-1 Shelf***" shall have the meaning given in Section 2.1.1.

"***Form S-3 Shelf***" shall have the meaning given in Section 2.1.1.

"***Holder Information***" shall have the meaning given in Section 4.1.2.

"***Holders***" shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities.

"***Insider Letter***" shall mean that certain letter agreement, dated as of November 16, 2020, by and among the Company, the Sponsor and each of the other parties thereto.

"***Investor Shares***" shall mean any shares of Common Stock issued pursuant to the Subscription Agreements and any Additional Subscription Agreements.

"***Joinder***" shall have the meaning given in Section 6.10.

"***Lock-up***" shall have the meaning given in Section 5.1.

"***Lock-up Parties***" shall mean the Sponsor, EAH, the Zanite Insiders and each of their respective Permitted Transferees.

"***Lock-up Period***" shall mean the period beginning on the Closing Date and ending on the date that is three (3) years after the Closing Date.

"***Lock-up Shares***" shall mean with respect to (i) the Sponsor and its Permitted Transferees, the shares of Common Stock and Private Placement Warrants held by the Sponsor immediately following the Closing (other than the Investor Shares or shares of Common Stock acquired in the public market), (ii) EAH and its Permitted Transferees, the shares of Common Stock held by EAH immediately following the Closing (other than the Investor Shares or shares of Common Stock acquired in the public market) and (iii) the Zanite Insiders and their respective Permitted Transferees, the shares of Common Stock and Private Placement Warrants held by the Zanite Insiders immediately following the Closing (other than the Investor Shares or shares of Common Stock acquired in the public market).

"***Maximum Number of Securities***" shall have the meaning given in Section 2.1.5.

"***Minimum Takedown Threshold***" shall have the meaning given in Section 2.1.4.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"***Original RRA***" shall have the meaning given in the Recitals hereto.

"***Other Coordinated Offering***" shall have the meaning given in Section 2.4.1.

"***Permitted Transferees***" shall mean (a) with respect to the Sponsor and its Permitted Transferees, (i) prior to the expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period pursuant to Section 5.2 and any other applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter and (ii) after the expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter; (b) with respect to EAH and its Permitted Transferees, (i) prior to the expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period pursuant to Section 5.2 and any other applicable agreement between such Holder and/or its Permitted Transferees and the Company and any transferee thereafter and (ii) after the

expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities, subject to and in accordance with any applicable agreement between the Holder and/or its Permitted Transferees and the Company and any transferee thereafter; (c) with respect to the Zanite Insiders and their respective Permitted Transferees, (i) prior to the expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period pursuant to Section 5.2 and any other applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter and (ii) after the expiration of the Lock-up Period, any person or entity to whom such Holder is permitted to transfer such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter; and (d) with respect to all other Holders and their respective Permitted Transferees, any person or entity to whom such Holder of Registrable Securities is permitted to transfer such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter.

"***Piggyback Registration***" shall have the meaning given in Section 2.2.1.

"***Private Placement Warrants***" shall mean the warrants held by certain Holders, purchased by such Holders in the private placement that occurred concurrently with the closing of the Company's initial public offering, including any shares of Common Stock issued or issuable upon conversion or exchange of such warrants.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"***Registrable Security***" shall mean (a) any outstanding shares of Common Stock and any other equity security (including the Private Placement Warrants and any other warrants to purchase shares of Common Stock and shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company held by a Holder immediately following the Closing (including any securities distributable pursuant to the Business Combination Agreement and any Investor Shares); (b) any outstanding shares of Common Stock or any other equity security (including warrants to purchase shares of Common Stock and shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company acquired by a Holder following the date hereof to the extent that such securities are "restricted securities" (as defined in Rule 144) or are otherwise held by an "affiliate" (as defined in Rule 144) of the Company; (c) any Additional Holder Common Stock; and (d) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to any securities referenced in clause (a), (b) or (c) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, amalgamation, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (B)(i) such securities shall have been otherwise transferred, (ii) new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and (iii) subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities may be sold without registration pursuant to Rule 144 or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations including as to manner or timing of sale); and (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"***Registration Expenses***" shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) in an Underwritten Offering or Other Coordinated Offering, reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders not to exceed $50,000 in the aggregate for each Registration without prior approval of the Company.

"***Registration Statement***" shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Requesting Holders***" shall have the meaning given in Section 2.1.5.

"***SEC Guidance***" shall mean any order, directive, guideline, comment or recommendation from the Commission or the Company's auditor or accountant that is applicable to the Company.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf***" shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

"***Shelf Registration***" shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"***Shelf Takedown***" shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

"***Sponsor***" shall have the meaning given in the Preamble hereto.

"***Subscription Agreement***" shall have the meaning given in the Preamble hereto.

"***Subsequent Shelf Registration Statement***" shall have the meaning given in Section 2.1.2.

"***Transfer***" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly,

or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Underwritten Shelf Takedown***" shall have the meaning given in Section 2.1.4.

"***Withdrawal Notice***" shall have the meaning given in Section 2.1.6.

"***Zanite Insiders***" shall have the meaning given in the Preamble hereto.

ARTICLE II

REGISTRATIONS AND OFFERINGS

2.1 Shelf Registration.

2.1.1 Filing. Within thirty (30) calendar days following the Closing Date, the Company shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form S-1 (the "***Form S-1 Shelf***") or a Registration Statement for a Shelf Registration on Form S-3 (the "***Form S-3 Shelf***"), if the Company is then eligible to use a Form S-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two (2) business days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof, but no later than the earlier of (a) the ninetieth (90^{th}) calendar day following the filing date thereof if the Commission notifies the Company that it will "review" the Registration Statement and (b) the tenth (10^{th}) business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent Shelf Registration Statement) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3. The Company's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially

reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration Statement***") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of the Sponsor, EAH or a Zanite Insider holding, in each case, at least five (5.0%) percent of the Registrable Securities, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such additional Registrable Securities to be so covered once per calendar year for each of the Sponsor, EAH and the Zanite Insiders.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, the Sponsor, a Zanite Insider or EAH (any of the Sponsor, a Zanite Insider or EAH being in such case, a "***Demanding Holder***") may request to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an "***Underwritten Shelf Takedown***"); provided that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, net of underwriting discounts and commissions, in the aggregate, $100 million (the "***Minimum Takedown Threshold***"). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Subject to Section 2.4.4, the Company shall have the right to select the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to the initial Demanding Holder's prior approval (which shall not be unreasonably withheld, conditioned or delayed). The Sponsor, the Zanite Insiders and EAH may each demand not more than two (2) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 in any twelve (12) month period, for an aggregate of not more than six (6) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, the Company may effectuate any Underwritten Offering pursuant to any then effective Registration Statement, including a Form S-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises the Company, the Demanding Holders and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the

"***Requesting Holders***") (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Common Stock or other equity securities that the Company desires to sell and all other shares of Common Stock or other equity securities, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders of the Company, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, before including any shares of Common Stock or other equity securities proposed to be sold by Company or by other holders of Common Stock or other equity securities, the Registrable Securities of (i) first, the Demanding Holders that can be sold without exceeding the Maximum Number of Securities (pro rata based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that all of the Demanding Holders have requested be included in such Underwritten Shelf Takedown) and (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Requesting Holder (if any) has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that all of the Requesting Holders have requested be included in such Underwritten Shelf Takedown) that can be sold without exceeding the Maximum Number of Securities.

2.1.6 Withdrawal. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, a majority-in-interest of the Demanding Holders initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a "***Withdrawal Notice***") to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that the Sponsor, a Zanite Insider or EAH may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Sponsor, the Zanite Insiders, EAH or any of their respective Permitted Transferees, as applicable. If withdrawn, a demand for an Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown by the withdrawing Demanding Holder for purposes of Section 2.1.4, unless either (i) such Demanding Holder has not previously withdrawn any Underwritten Shelf Takedown or (ii) such Demanding Holder reimburses the Company for all Registration Expenses with respect to such Underwritten Shelf Takedown (or, if there is more than one Demanding Holder, a pro rata portion of such Registration Expenses based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Shelf Takedown); provided that, if the Sponsor, a Zanite Insider or EAH elects to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence, such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by the Sponsor, such Zanite Insider or EAH, as applicable, for purposes of Section 2.1.4. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. Subject to Section 2.4.3, if the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by

the Company and by the stockholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) for a dividend reinvestment plan, (v) a Block Trade or (vi) an Other Coordinated Offering, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable "red herring" prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such registered offering, a "***Piggyback Registration***"). Subject to Section 2.2.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.2.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock or other equity securities that the Company desires to sell, taken together with (i) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for the Company's account, the Company shall include in any such Registration or registered offering (A) first, the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a demand by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered

offering (A) first, the shares of Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering and Underwritten Shelf Takedown is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable "red herring" prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

2.3 Market Stand-off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade or Other Coordinated Offering), if requested by the managing Underwriters, each Holder that is (a) an executive officer, (b) a director or (c) Holder in excess of five percent (5%) of the outstanding Common Stock (and for which it is customary for such a Holder to agree to a lock-up) agrees that it shall not Transfer any shares of Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each such Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

2.4 Block Trades; Other Coordinated Offerings.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in (a) an underwritten registered offering not involving a "roadshow," an offer commonly known as a "block trade" (a "***Block Trade***"), or (b) an "at the market" or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal (an "***Other Coordinated Offering***"), in each case, (x) with a total offering price reasonably expected to exceed $100 million in the aggregate, net of underwriting discounts and commissions or (y) with respect to all remaining Registrable Securities held by the Demanding Holder, provided that the total offering price is reasonably expected to exceed $10 million in the aggregate, then such Demanding Holder only needs to notify the Company of the Block Trade or Other Coordinated Offering at least five (5) business days prior to the day such offering is to commence and the Company shall use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with the Company and any Underwriters, brokers, sales agents or placement agents prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering.

2.4.2 Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in-interest of the Demanding Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to the Company, the Underwriter or Underwriters (if any) and any brokers, sales agents or placement agents (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement,Section 2.2 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to this Agreement.

2.4.4 The Demanding Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and any brokers, sales agents or placement agents (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Demanding Holder in the aggregate may demand no more than two (2) Block Trades or Other Coordinated Offerings pursuant to this Section 2.4 in any twelve (12) month period. For the avoidance of doubt, any Block Trade or Other Coordinated Offering effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant toSection 2.1.4 hereof.

ARTICLE III

COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement are

sold in accordance with the intended plan of distribution set forth in such Registration Statement or have ceased to be Registrable Securities;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least five percent (5%) of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus or have ceased to be Registrable Securities;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; provided that the Company shall have no obligation to furnish any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System ("***EDGAR***");

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations

promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering, or sale by a broker, placement agent or sales agent pursuant to such Registration, in each of the following cases to the extent customary for a transaction of its type, permit a representative of the Holders, the Underwriters or other financial institutions facilitating such Underwritten Offering, Block Trade, Other Coordinated Offering or other sale pursuant to such Registration, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "cold comfort" letters for a transaction of its type as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration, to the extent customary for a transaction of its type, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the broker, placement agents or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13 in the event of any Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.15 with respect to an Underwritten Offering pursuant to Section 2.1.4, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering; and

3.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter, broker, sales agent or placement agent, as applicable.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Registration Statement in Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that it is necessary or advisable to include such information in the applicable Registration Statement or Prospectus and such Holder continues thereafter to withhold such information. In addition, no person or entity may participate in any Underwritten Offering or other offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. For the avoidance of doubt, the exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as reasonably practicable after the time of such notice), or until it is advised in writing by the Company that the use of the Prospectus may be resumed.

3.4.2 Subject to Section 3.4.4, if (i) the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure, (b) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, or (c) in the good faith judgment of the majority of the Board such Registration, be seriously detrimental to the Company and the majority of the Board concludes as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, or (ii) the majority of the Board determines to delay the filing or initial effectiveness of, or suspend use of, a Registration Statement and such delay or suspension arises out of, or is a result of, or is related to or is in connection with SEC Guidance or other changes to the financial statements related to accounting matters with respect to securities issued in, or other matters related to, the Company's initial public offering, then the Company may, upon giving prompt written notice of such action to the Holders (which notice shall not specify the nature of the event giving rise to such delay or suspension), delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such

purpose. In the event the Company exercises its rights under this Section 3.4.2, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities until such Holder receives written notice from the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3 Subject to Section 3.4.4, (a) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all commercially reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, or (b) if, pursuant to Section 2.1.4, Holders have requested an Underwritten Shelf Takedown and the Company and Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 or 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant toSection 3.4.2 or a registered offering pursuant to Section 3.4.3 shall be exercised by the Company on more than two (2) occasions or for more than sixty (60) consecutive days, or more than ninety (90) total calendar days, in each case during any twelve (12)-month period.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to EDGAR shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect). Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each person or entity who controls such Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable and documented outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information

and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "***Holder Information***") and, to the extent permitted by law, shall indemnify the Company, its directors, officers and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable and documented outside attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any information or affidavit so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission),

or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

ARTICLE V

LOCK-UP

5.1 Lock-Up. Subject to Section 5.2, each Lock-up Party agrees that it shall not Transfer any Lock-up Shares prior to the end of the Lock-up Period (the "***Lock-up***").

5.2 Permitted Transferees. Notwithstanding the provisions set forth in Section 5.1, each Lock-up Party may Transfer the Lock-up Shares during the Lock-up Period (a) to (i) the Company's officers or directors, (ii) any affiliates or family members of the Company's officers or directors, (iii) any direct or indirect partners, members, equity holders or affiliates of such Lock-up Party, any employees of such affiliates, or any related investment funds or vehicles controlled or managed by such persons or entities or their respective affiliates, or (iv) any other Lock-up Party or any direct or indirect partners, members or equity holders of such other Lock-up Party, any affiliates of such other Lock-up Party or any related investment funds or vehicles controlled or managed by such persons or entities or their respective affiliates; (b) in the case of an individual, by gift to a member of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person or entity, or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) to the partners, members or equity holders of such Lock-up Party by virtue of the Lock-up Party's organizational documents, as amended, upon dissolution of the Lock-up Party; (f) in connection with any bona fide mortgage, encumbrance or pledge to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder; (g) to the Company; or (h) in connection with a liquidation, merger, stock exchange, reorganization, tender offer approved by the Board or a duly authorized committee thereof or other similar transaction which results in all of the Company's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property subsequent to the Closing Date. The parties acknowledge and agree that any Permitted Transferee of a Lock-up Party described in clauses (a) through (f) above shall be subject to the transfer restrictions set forth in this ARTICLE V with respect to the Lock-Up Shares upon and after acquiring such Lock-Up Shares.

5.3 Termination of Existing Lock-Up. The Company, the Sponsor and the Zanite Insiders party to the Insider Letter hereby agree that the lock-up provisions in this ARTICLE V shall supersede the lock-up provisions contained in Section 7 of the Insider Letter, which provisions in Section 7 of the Insider Letter shall be of no further force or effect as of the date of this Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: Eve Holding, Inc., 276 SW 34th Street, Fort Lauderdale, FL 33315 Attention: Flávia Pavie or by email:fpavie@eveairmobility.com, and, if to any Holder, at such Holder's address, electronic mail address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 6.1.

6.2 Assignment; No Third Party Beneficiaries.

6.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

6.2.2 Subject to Section 6.2.4 and Section 6.2.5, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder's Permitted Transferees to which it transfers Registrable Securities; provided that with respect to EAH, the Zanite Insiders and the Sponsor, the rights hereunder that are personal to such Holders may not be assigned or delegated in whole or in part, except that (i) EAH shall be permitted to transfer its rights hereunder as EAH to one or more affiliates or any direct or indirect partners, members or equity holders of EAH (it being understood that no such transfer shall reduce or multiply any rights of EAH or such transferees) and (ii) each of the Sponsor and the Zanite Insiders shall be permitted to transfer its rights hereunder as the Sponsor and the Zanite Insiders to one or more affiliates or any direct or indirect partners, members or equity holders of the Sponsor or the Zanite Insiders (it being understood that no such transfer shall reduce or multiply any rights of the Sponsor or the Zanite Insiders or such transferees).

6.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

6.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 6.2.

6.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 6.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement, including the joinder in the form of Exhibit A attached hereto). Any transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, TO THE EXTENT SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE SUPERIOR COURT OF THE STATE OF DELAWARE), OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE.

6.5 TRIAL BY JURY. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

6.6 Amendments and Modifications. Upon the written consent of (a) the Company and (b) the Holders of a majority of the total Registrable Securities, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of the Sponsor so long as the Sponsor and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of each Zanite Insider so long as such Zanite Insider and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of EAH so long as EAH and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company; and provided, further, that any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.7 Other Registration Rights. Other than (i) as provided in the Subscription Agreements and the Additional Subscription Agreements, (ii) as provided in those certain Warrant Agreements, dated as of December 21, 2021 and as of March 16, 2022, between the Company and certain strategic investors, and (iii) as provided in the Warrant Agreement, dated as of November 16, 2020, between the Company and Continental Stock Transfer & Trust Company, the Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. The Company hereby agrees and covenants that it will not grant rights to register any Common Stock (or securities convertible into or exchangeable for Common Stock) pursuant to the Securities Act that are more favorable or senior to those granted to the Holders hereunder without (a) the prior written consent of (i) the Sponsor, for so long as the Sponsor and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company, (ii) each Zanite Insider, for so long as such Zanite Insider and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company and (ii) EAH, for so long as EAH and its affiliates hold, in the aggregate, at least

five percent (5%) of the outstanding shares of Common Stock of the Company or (b) granting economically and legally equivalent rights to the Holders hereunder such that the Holders shall receive the benefit of such more favorable or senior terms and/or conditions. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.8 Term. This Agreement shall terminate, with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Section 3.5 and Article IV shall survive any termination.

6.9 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

6.10 Additional Holders; Joinder. In addition to persons or entities who may become Holders pursuant toSection 6.2 hereof, subject to the prior written consent of each of the Sponsor, each Zanite Insider and EAH (in each case, so long as such Holder and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company), the Company may make any person or entity who acquires Common Stock or rights to acquire Common Stock after the date hereof a party to this Agreement (each such person or entity, an "***Additional Holder***") by obtaining an executed joinder to this Agreement from such Additional Holder in the form of Exhibit A attached hereto (a "***Joinder***"). Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the Common Stock then owned, or underlying any rights then owned, by such Additional Holder (the "***Additional Holder Common Stock***") shall be Registrable Securities to the extent provided herein and therein and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock.

6.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.12 Entire Agreement; Restatement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Upon the Closing, the Original RRA shall no longer be of any force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

Eve Holding, Inc.
a Delaware corporation

By: /s/ André Duarte Stein
Name: André Duarte Stein
Title: Co-Chief Executive Officer

By: /s/ Gerard J. DeMuro
Name: Gerard J. DeMuro
Title: Co-Chief Executive Officer

HOLDERS:

Embraer Aircraft Holding, Inc.
a Delaware corporation

By: /s/ Gary Kretz
Name: Gary Kretz
Title: Officer

By: /s/ Michael Klevens
Name: Michael Klevens
Title: Officer

Zanite Sponsor LLC
a Delaware limited liability company

By: /s/ Kenneth C. Ricci
Name: Kenneth C. Ricci
Title: Co-Managing Member

SHR Holdings LLC

By: /s/ Steven H. Rosen
Name: Steven H. Rosen
Title: Manager

Directional Zanite LLC

By: /s/ Kenneth C. Ricci
Name: Kenneth C. Ricci
Title: Manager

Canon Portfolio Trust, LLC

By: /s/ Anthony D. Minella
Name: Anthony D. Minella
Title: President

[Signature Page to Amended and Restated Registration Rights Agreement]

/s/ John B. Veihmeyer
John B. Veihmeyer

/s/ Gerard J. DeMuro
Gerard J. DeMuro

/s/ Ronald D. Sugar
Ronald D. Sugar

/s/ Patrick M. Shanahan
Patrick M. Shanahan

Liberty Investors, LLC

By: /s/ Jordan Goldberg
Name: Jordan Goldberg
Title: Vice President

Toledo Telecasting, Inc.

By: /s/ F. Matthew Embrescia
Name: F. Matthew Embrescia
Title: President

Judith A. Embrescia Revocable Living Trust dtd Aug 13, 1982 as Amended/Restated

By: /s/ Thomas J. Embrescia
Name: Thomas J. Embrescia
Title: Trustee

Albert T. Adams

By: /s/ Albert T. Adams

Fred DiSanto

By: /s/ Fred DiSanto

Steward A Kohl Trust

By: /s/ Steward A. Kohl
Name: Steward A. Kohl
Title: Trustee

Karbrand Partners LLC

By: /s/ Daniel N. Zelman
Name: Daniel N. Zelman
Title: Manager

Umberto P. Fedeli 2009 Discretionary Trust

By: /s/ Umberto P. Fedeli
Name: Umberto P. Fedeli
Title: Trustee

Luxemburg Capital LLC

By: /s/ James J. Hummer
Name: James J. Hummer
Title: Managing Member

Donna M. Kohl Trust, 2nd Restatement dtd June 27, 2019

By: /s/ Donna M. Kohl
Name: Donna M. Kohl
Title: Trustee

Brian Kelly

By: /s/ Brian Kelly

The Shaw Family Trust U/A/D 3-7-1997

By: /s/ Lawrence Shaw
Name: Lawrence Shaw
Title: Trustee

[Signature Page to Amended and Restated Registration Rights Agreement]

Exhibit A

[Intentionally Omitted]

STOCKHOLDERS AGREEMENT

This Stockholders Agreement (this "Agreement") is made and entered into as of May 9, 2022 (the "Effective Date"), by and among Eve Holding, Inc., a Delaware corporation (the "Company"), Embraer Aircraft Holding, Inc., a Delaware corporation ("EAH"), and, solely for purposes of Sections 2.1, 2.5(b), 2.10 and 4.4, Article VI and Article VIII, Zanite Sponsor LLC, a Delaware limited liability company (the "Sponsor" and, together with Company and EAH, the "Parties", and each a "Party").

WHEREAS, pursuant to that certain Business Combination Agreement, dated as of December 21, 2021, by and among EAH, Embraer S.A., a Brazilian corporation (*sociedade anônima*) ("Embraer"), EVE UAM, LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company ("Eve"), and Zanite Acquisition Corp., a Delaware corporation (the "BCA");

WHEREAS, as of the date hereof and immediately following the closing of the transactions contemplated by the BCA, EAH holds ninety point three percent (90.3%) of the issued and outstanding Shares (as defined below); and

WHEREAS, pursuant to the BCA, the Company and EAH are entering into this Agreement to provide for, among other things, certain governance matters and other rights and obligations associated with the ownership of Shares.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement have the meanings set forth below.

"Action" means any claim, action, suit, proceeding, audit, examination, assessment, arbitration, litigation, mediation or investigation, by or before any Governmental Authority.

"Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, whether through one or more intermediaries or otherwise. The term "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"Agreement" shall have the meaning specified in the preamble hereto.

"Annual Financial Statements" has the meaning specified in Section 4.1(e).

"BCA" shall have the meaning set forth in the recitals hereto.

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

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York, Cleveland, Ohio or São Paulo, Brazil are authorized or required by Law to close.

"Closing Date" shall have the meaning ascribed to "Closing Date" in the BCA.

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

"Company" shall have the meaning set forth in the preamble hereto.

"Company Public Documents" has the meaning specified in Section 4.1(f).

"Contracts" means any legally binding contracts, agreements, subcontracts, leases, and purchase orders.

"Controlled Company Eligible" means qualifying as a controlled company under the listing rules of NYSE.

"CVM" means the Brazilian Securities Commission (*Comissão de Valores Mobiliários*).

"Director" has the meaning specified in Section 2.1(a).

"EAH" shall have the meaning specified in the preamble hereto.

"Effective Date" shall have the meaning specified in the preamble hereto.

"Embraer" shall have the meaning specified in the preamble hereto.

"Embraer Directors" has the meaning specified in Section 2.1(a).

"Embraer Group" means EAH and its Affiliates; provided that for purposes of this definition, Embraer Group shall not include the Company or any of its Subsidiaries.

"Embraer Group Requisite Ownership" has the meaning specified in Section 2.2(a).

"Embraer Independent Directors" has the meaning specified in Section 2.1(a).

"Embraer Public Filings" has the meaning specified in Section 4.1(j).

"Embraer Transferee" shall have the meaning specified in Section 8.4.

"Eve" shall have the meaning specified in the preamble hereto.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and any successor thereto, as the same shall be in effect from time to time.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Governmental Authority" means any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court or tribunal.

"Government Official" shall mean (i) any elected or appointed governmental official (*e.g.*, a member of a ministry of health), (ii) any employee or person acting for or on behalf of a governmental official, agency or enterprise performing a governmental function, (iii) any candidate for public office, political party officer, employee or person acting for or on behalf of a political party or candidate for public office or (iv) any person otherwise categorized as a Government Official under local Law. As used in this definition, "Government" is meant to include all levels and subdivisions of U.S. and non-U.S. governments (*i.e.*, local, regional or national and administrative, legislative or executive)

"Governmental Order" means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"IFRS" means the International Financial Reporting Standards and related interpretations as issued by the International Accounting Standards Board (IASB).

"Indemnified Liabilities" has the meaning set forth in Section 6.1(a).

"Law" means any statute, law, ordinance, rule, regulation or Governmental Order, in each case, of any Governmental Authority.

"Necessary Action" means, with respect to a specified result set forth in this Agreement, any action that is necessary or advisable, to the fullest extent permitted by applicable Law, to cause such specified result, including: (a) voting or providing a written consent or proxy with respect to the Shares; (b) causing the adoption of amendments to the Organizational Documents; (c) executing agreements and instruments relating to such specified result; and (d) making, or causing to be made, with any Governmental Authority, all filings, registrations or similar actions, in each case of the foregoing, that are in connection with causing such specified result.

"Master Services Agreement" has the meaning set forth in Section 3.2.

"NYSE" means the New York Stock Exchange.

"Organizational Documents" means, with respect to the Company and any of its Subsidiaries, collectively, such Person's articles of association, memorandum of association or other similar governing instruments required by the Laws of its jurisdiction of formation or organization.

"Party" shall have the meaning set forth in the preamble hereto.

"Person" means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or instrumentality or other entity of any kind.

"Quarterly Financial Statements" has the meaning specified in Section 4.1(d).

"Representative" means, with respect to any Person, such Person's Affiliates and its and their respective professional advisors, directors, officers, members, managers, stockholders, partners, employees, agents and authorized representatives.

"Shares" means shares of Common Stock of the Company, par value of $0.001 each.

"Sponsor" has the meaning specified in the preamble hereto.

"Sponsor Director(s)" has the meaning specified in Section 2.1(a).

"Subsidiary" means, with respect to a Person, a corporation or other entity of which more than 50% of the voting power of the equity securities or equity interests is owned, directly or indirectly, by such Person.

"Transfer" means, with respect to any securities, to sell, assign, transfer, pledge or otherwise dispose of such securities.

"Unaffiliated Director" has the meaning specified in Section 2.1(a).

ARTICLE II
BOARD MATTERS; APPROVAL RIGHTS

Section 2.1 Initial Board Composition.

(a) As of the Effective Date, the initial number of directors of the Board (each, a "Director") shall be seven (7), of which (i) EAH shall have the right to designate for nomination by the Board five (5) of the Directors (the

"Embraer Directors"), three (3) of whom shall satisfy the independence requirements of the NYSE (the 'Embraer Independent Directors"), (ii) Sponsor, pursuant to the terms of the BCA, shall have the right to designate for nomination by the Board one (1) Director (the "Sponsor Director"), and (iii) one shall be mutually agreed upon between EAH and the Sponsor, and who shall satisfy the independence requirements of the NYSE (the "Unaffiliated Director").

(b) In accordance with the Company's Organizational Documents, as of the Effective Date, the Directors shall be divided into three (3) classes of Directors designated as Class I, Class II and Class III. Each class of Directors shall consist, as nearly equal as possible, of one third (1/3) of the total number of Directors constituting the entire Board. The Class I Directors shall serve for a one (1)-year term of office, the Class II Directors shall serve for a two (2)-year term of office, and the Class III Directors shall serve for a three (3)-year term of office. At each succeeding annual general meeting of the Company, successors to the class of Directors whose term expires at that meeting shall be elected for a three (3)-year term of office.

(c) The Company shall take all Necessary Action to cause, as of the Effective Date, the Embraer Directors, the Sponsor Director and the Unaffiliated Directors to be divided into Class I, Class II and Class III, as follows:

(i) the Class I Directors shall include the Unaffiliated Director and one (1) Embraer Independent Director;

(ii) the Class II Directors shall include two (2) Embraer Independent Directors; and

(iii) the Class III Directors shall include the Sponsor Director and the two (2) remaining Embraer Directors.

(d) The initial term of the Class I Directors shall expire at the first (1st) annual meeting of stockholders of the Company following the Effective Date at which Directors are elected. The initial term of the Class II Directors shall expire at the second (2nd) annual meeting of stockholders of the Company following the Effective Date at which Directors are elected. The initial term of the Class III Directors shall expire at the third (3rd) annual meeting of stockholders of the Company following the Effective Date at which Directors are elected.

Section 2.2 EAH Representation.

(a) For so long as the Embraer Group collectively holds a number of Shares representing less than a majority of the Shares then issued and outstanding but at least ten percent (10%) of the Shares then issued and outstanding (the "Embraer Group Requisite Ownership"), at the request of EAH, the Company and EAH shall take all Necessary Action to (i) include in the slate of nominees recommended by the Board for election as Directors at each applicable annual or special meeting of stockholders at which Directors are to be elected such number of individuals nominated by EAH so that if elected, there will be a number of Embraer Directors at least proportional to the number of Shares then owned by Embraer Group and not less than one (1) Director; (ii) to include such persons in the Company's proxy materials and form of proxy disseminated to stockholders in connection with the election of Directors at each applicable annual or special meeting of stockholders held for the election of Directors; and (iii) cause the election of each such designee to the Board, including nominating such designees to be elected as directors and by soliciting proxies in favor of the election of such persons.

(b) If at any time the Embraer Group collectively holds a number of Shares representing less than the Embraer Group Requisite Ownership such that the rights set forth in Section 2.2(a) no longer apply, then any Director previously nominated by Embraer and then serving on the Board shall be entitled to serve for the remainder of his or her term as a Class I, Class II or Class III Director, as applicable, and shall not be required to resign from the Board prior to the expiration of such term.

Section 2.3 Chairperson. For so long as the Embraer Group collectively holds a number of Shares representing at least than twenty percent (20%) of the Shares then issued and outstanding, the Embraer Directors shall have the right to designate the Chairperson of the Board. The Chairperson may, but is not required to, be an Embraer Director.

Section 2.4 Committee Representation. For so long as the Embraer Group collectively holds the Embraer Group Requisite Ownership, the Embraer Directors shall have the right to appoint a number of Embraer Directors to serve on each Committee of the Board that is proportional to the number of Shares Embraer Group then owns, so long as such appointment complies with the applicable rules of NYSE and the Commission.

Section 2.5 Vacancies and Removal.

(a) EAH shall have the exclusive right to request the removal of any Embraer Director from the Board, and the Company shall take all Necessary Action to cause the removal of any Embraer Director at the request of EAH. EAH shall have the exclusive right to appoint or nominate for election, as the case may be, to the Board a Director to fill vacancies created by reason of death, removal or resignation of any then-serving Embraer Director or the Chairperson of the Board, and the Company shall take all Necessary Action to cause any such vacancies to be filled by replacement Directors nominated by EAH as promptly as reasonably practicable.

(b) During the initial term of the Sponsor Director, the Sponsor shall have the exclusive right to request the removal of the Sponsor Director from the Board, and the Company shall take all Necessary Action to cause the removal of the Sponsor Director at the request of the Sponsor. The Sponsor shall have the exclusive right to appoint or nominate for election, as the case may be, to the Board a Director to fill a vacancy created by reason of death, removal or resignation of the then-serving Sponsor Director for the remaining initial term of the Sponsor Director, and the Company shall take all Necessary Action to cause such vacancy to be filled by the replacement Director nominated by the Sponsor as promptly as reasonably practicable. For the avoidance of doubt, other than the right to appoint the Sponsor Director for the initial term pursuant to Section 2.1 and the right replace the Sponsor Director for the remainder of the Sponsor Director's initial term pursuant to this Section 2.5(b), the Sponsor will not have any right under this Agreement to appoint or replace any Directors.

Section 2.6 Board Meeting Expenses. The Company shall pay all reasonable and documented out-of-pocket costs and expenses (including travel and lodging) incurred by each Director nominated pursuant to this Agreement in the course of, and in connection with, his or her service as a Director, including in connection with attending regular and special meetings of the Board, any board of directors or board of managers of any of the Company's Subsidiaries or any of their respective committees.

Section 2.7 Director Indemnification. As promptly as reasonably practicable following the Effective Date, the Company shall enter into an indemnification agreement with each Embraer Director and the Sponsor Director, each on substantially the same terms entered into with, and based on the same customary and reasonable form provided to, the other Directors. The Company shall not amend, alter or repeal any right to indemnification or exculpation benefiting any Director nominated pursuant to this Agreement, as and to the extent consistent with applicable law, contained in the Company's Organizational Documents (except to the extent such amendment or alteration permits the Company to provide broader indemnification or exculpation rights on a retroactive basis than permitted prior thereto). Such indemnification agreements shall reflect that (a) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to the Directors are primary, and any obligation of the Directors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any Director are secondary), (b) the Company shall be required to advance the full amount of expenses incurred by each Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, any other agreement between the Company and the Directors or the certificate of incorporation or bylaws of the Company and (c) the Company hereby irrevocably waives, relinquishes and releases each of the Directors from any and all claims against any of the Directors for contribution, subrogation or any other recovery of any kind in respect thereof.

Section 2.8 D&O Insurance. The Company shall (a) purchase directors' and officers' liability insurance in an amount determined by the Board to be reasonable and customary and (b) for so long as a Director nominated

pursuant to this Agreement serves as a Director of the Company, maintain such coverage with respect to such Director and shall use commercially reasonable efforts to extend such coverage for a period of not less than six years from any removal or resignation of such Director, in respect of any act or omission occurring at or prior to such event.

Section 2.9 Controlled Company Exception. At all times at which the Company is Controlled Company Eligible and for so long as requested by EAH, the Company shall take all Necessary Action to avail itself of all "controlled company" exemptions to the rules of NYSE or any other exchange on which the Shares are then listed and shall comply with all requirements under Law (including Item 407(a) of Regulation S-K) and all disclosure requirements to take such actions; provided that the Board shall initially include at least four (4) Directors who satisfy the independence requirements of NYSE.

Section 2.10 Sharing of Information. Each of the Company, EAH and the Sponsor agrees and acknowledges that the Embraer Directors and the Sponsor Director may share confidential, non-public information about the Company and its Subsidiaries with members of the Embraer Group, the Sponsor, and their Representatives, respectively.

Section 2.11 Certain Approvals. For so long as the Embraer Group collectively holds a number of Shares representing at least thirty-five percent (35%) of the Shares then issued and outstanding, the Company will not undertake, or agree to undertake, whether directly or indirectly, any of the following actions without the prior written consent of EAH; provided that to the extent such action requires stockholders consent or approval as a matter of Law, consent or approval given by EAH for such purpose shall constitute consent for the purpose of this Section 2.11: (a) any transaction or series of related transactions that results in a direct or indirect sale (including by way of merger, consolidation, recapitalization, reorganization, transfer, sale or other business combination or similar transaction) of greater than thirty percent (30%) of the property or assets, or greater than thirty percent (30%) of the voting securities of, the Company (other than (i) pursuant to any offer to purchase securities made directly to the stockholders of the Company that is not subject to approval by the Board, (ii) any merger or issuance of voting securities that does not result in a Person or group of Persons acting together that would constitute a "group" for purposes of Section 13(d) of the Exchange Act becoming the holder of greater than thirty percent (30%) of the voting securities of the Company, or (iii) any reorganization or recapitalization that does not violate clauses (b) or (c) of this Section 2.11); (b) any liquidation or dissolution (or the adoption of a plan of liquidation or dissolution) of the Company, except for a liquidation or dissolution (or the adoption of a plan of liquidation or dissolution) in connection with an involuntary case within the meaning of any bankruptcy or similar Law relating to insolvency; (c) any amendment to or modification of the Organizational Documents of the Company that materially and adversely affects EAH in its capacity as stockholder of the Company; (d) relocation of the domicile of the Company; (e) any change to the Company's corporate name; (f) any change to the size of the Board; or (g) any corporate action that would have the effect of eliminating, or materially adversely affecting, any approval right to which EAH is then entitled pursuant to clauses (a) through (e) of this Section 2.11.

ARTICLE III
CERTAIN COVENANTS

Section 3.1 Corporate Opportunities.

(a) From and after the Effective Date and for so long as the Embraer Group collectively holds a number of Shares representing at least the Embraer Group Requisite Ownership or has any directors, officers or employees who serve on the Board, (A) the Board will (i) in accordance with Section 122(17) of the General Corporation Law of the State of Delaware, renounce to the fullest extent permitted by Law any interest or expectancy of the Company in, or in being communicated about, presented with or offered an opportunity to participate in, any

corporate opportunities of the Company or its Subsidiaries that are presented to any member of the Embraer Group or any of its directors, officers or employees; and (ii) elect not to be governed by Section 203 of the General Corporation Law of the State of Delaware; and (B) in the event that any Embraer Director acquires knowledge of a corporate opportunity for itself, herself or himself and the Company or any of its Affiliates, such Director shall, to the fullest extent permitted by law, have no duty (fiduciary, contractual or otherwise) to communicate, present or offer such transaction or other business opportunity or matter to the Company or any of its Affiliates or stockholders and, to the fullest extent permitted by law, shall not be liable to the Company or its stockholders or to any Affiliate of the Company for breach of any duty (fiduciary, contractual or otherwise) as a stockholder, director or officer of the Company solely by reason of the fact that such Director pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person (including, without limitation, any member of the Embraer Group) or does not present such opportunity to the Company or any of its Affiliates or stockholders.

(b) For the purposes of this Section 3.1, "corporate opportunities" shall include, but not be limited to, business opportunities which the Company and its Subsidiaries is financially able to undertake, which are, from their nature, in the line of the Company's and its Subsidiaries' businesses, are of practical advantage to it and are ones in which the Company and its Subsidiaries would have an interest or a reasonable expectancy, and in which, by embracing the opportunities or allowing such opportunities to be embraced by the Embraer Group or its directors, officers or employees, the self-interest of the Embraer Group or any of its directors, officers or employees will or could be brought into conflict with that of the Company and its Subsidiaries.

Section 3.2 Amendments to Master Services Agreements; Related Party Transactions For so long as the Embraer Group collectively holds a majority of the Shares then issued and outstanding, the Company shall not, and shall cause its Subsidiaries not to, (i) materially amend, waive any material rights under or terminate (other than as a result of expiration, non-renewal or material breach) that certain Master Services Agreement, dated as of December 14, 2021, by and between Eve and Embraer, or that Master Services Agreement, dated as of December 14, 2021, by and between Eve and Atech –Negócios e Tecnologias S.A. (the "Master Services Agreement"), or (ii) effectuate any transactions subject to the Company's policies or procedures relating to transactions with related persons, without the prior approval of a majority of the Directors that satisfy the independence requirements of NYSE.

Section 3.3 No Share Transfer Restrictions. The Company will not, without the prior written consent of EAH, take, or cause to be taken, directly or indirectly, any action, including making or failing to make any election under the Law of any state, which has the effect, directly or indirectly, of restricting or limiting the ability of EAH to freely Transfer its Shares or would restrict or limit the rights of any transferee of EAH as a holder of Shares. Without limiting the generality of the foregoing, the Company will not, without the prior written consent of EAH, (a) adopt or thereafter amend, supplement, restate, modify or alter any stockholder rights plan in any manner that would result in (i) an increase in the ownership of Shares by EAH causing the rights thereunder to detach or become exercisable and/or (ii) EAH and its transferees not being entitled to the same rights thereunder as other holders of Shares or (b) take any action, or take any action to recommend to its stockholders any action, which would among other things, limit the legal rights of, or deny any benefit to, EAH as a the Company stockholder either (i) solely as a result of the amount of Shares owned by EAH or (ii) in a manner not applicable to the Company stockholders generally.

Section 3.4 Certain Tax Payments. For any period or portion thereof during which the Company is treated as a member of any consolidated, combined, affiliated or other group for U.S. federal or applicable state income tax purposes, and an EAH or an affiliate thereof is the common parent of such group for U.S. federal or applicable state income tax purposes, the Company and such common parent shall enter into the tax sharing agreement in the form attached hereto as Exhibit A on the date the Company becomes a member of such consolidated, combined, affiliated or other group for U.S. federal or applicable state income tax purposes.

Section 3.5 Company Policies and Procedures.

(a) For the duration of the Master Agreements:

(i) The Company will, and will cause its controlled Affiliates (other than any member of the Embraer Group) to, not take any action directly or indirectly to (A) offer or pay, or authorize the offer or payment of, any money or anything of value, or (B) accept any payment referred to in clause (A), in each case, in order to improperly or corruptly seek to influence any Government Official or any other person in order to gain an improper advantage;

(ii) The Company will, and will cause its controlled Affiliates (other than any member of the Embraer Group) to, implement, maintain and enforce a compliance and ethics program in substance and form and effectiveness reasonably equivalent to Embraer's compliance and ethics program, designed to prevent and detect violations of applicable anti-corruption Laws throughout its operations (including Subsidiaries) and the operations of its contractors and sub-contractors; and

(iii) The Company will, and will cause its controlled Affiliates (other than any member of the Embraer Group) to, implement, maintain and enforce, a system of adequate internal accounting controls designed to ensure the making and keeping of fair and accurate books, records and accounts.

ARTICLE IV
FINANCIAL STATEMENTS; ACCESS TO INFORMATION

Section 4.1 Financial Statements; Disclosure and Financial Controls. For so long as the Embraer Group collectively holds a number of Shares representing at least twenty percent (20%) of the Shares then issued and outstanding:

(a) The Company shall, and shall cause its Subsidiaries (if any) to, maintain a fiscal year and fiscal quarters that commence and end on the same calendar days as Embraer's fiscal year and fiscal quarters commence and end, and maintain monthly accounting periods that commence and end on the same calendar days as Embraer's monthly accounting periods commence and end.

(b) The Company shall deliver to EAH, as soon as available, but in any event in accordance with the financial closing deliverables timeline established by EAH, after the end of each monthly accounting period in each fiscal year, (i) a subsidiary reporting package prepared in accordance with IFRS (and GAAP, if requested by EAH), consistently applied, and the accounting policies of Embraer and (ii) such other information as reasonably requested from time to time by EAH.

(c) The Company shall deliver to EAH, as soon as practicable, but in any event within twenty-five (25) days after the end of each quarterly accounting period of the Company in each fiscal year (i) the consolidated financial statements of the Company and its Subsidiaries (and notes thereto) (in the forms to be publicly filed by the Company pursuant to applicable Law, if applicable), for each fiscal quarter and for the period from the beginning of the current fiscal year to the end of such quarter, setting forth in each case in comparative form for each such fiscal quarter of the Company the consolidated figures (and notes thereto) for the corresponding quarter and periods of the previous fiscal year and, if applicable, comparisons to budgeted amounts, all in reasonable detail and prepared in accordance with Article 10 of Regulation S-X and GAAP, consistently applied and (ii) discussion and analysis by management of the Company's financial condition and results of operations for such fiscal quarter, including an explanation of any material period-to-period changes and any off-balance sheet transactions, all in reasonable detail and prepared in accordance with Item 303(b) of RegulationS-K; provided, however, that the Company will deliver such information at a specified, earlier time upon EAH's written request with at least twenty (20) days' advance notice. The information set forth in (i) and (ii) above is referred to in this Agreement as the "Quarterly Financial Statements." No later than seven (7) Business Days prior to the date the

Company publicly files the Quarterly Financial Statements with the Commission or otherwise makes such Quarterly Financial Statements publicly available, the Company will deliver to EAH the final form of the Quarterly Financial Statements and certifications thereof by the principal executive and financial officers of the Company in the forms required under Commission rules for periodic reports and in form and substance satisfactory to EAH; provided, however, that the Company may continue to revise such Quarterly Financial Statements prior to the filing thereof in order to make corrections and non-substantive changes which corrections and changes will be delivered by the Company to EAH as soon as practicable; provided, further, that EAH's and the Company's legal and financial representatives will actively consult with each other regarding any changes (whether or not substantive) which the Company may consider making to its Quarterly Financial Statements and related disclosures during the seven (7) Business Days immediately prior to any anticipated filing with the Commission, with particular focus on any changes which would have an effect upon Embraer's financial statements or related disclosures.

(d) The Company shall deliver to EAH, as soon as available (i) but in any event (A) within forty-five (45) days after the end of each fiscal year of the Company, internally prepared draft annual financial statements, and (B) within sixty (60) days after the end of each fiscal year of the Company, the annual financial statements of the Company (prepared in accordance with GAAP and in the forms required to be publicly filed by it pursuant to applicable Law, if applicable), and (ii) but in any event no later than twenty (20) Business Days prior to the date on which EAH has notified the Company that Embraer intends to file its annual report on Form 20-F or reference form (*formulário de referência*) or other document containing annual financial statements with the Commission or the CVM, any financial and other information and data with respect to the Company and its Subsidiaries (if any) and their business, properties, financial position, results of operations and prospects as is reasonably requested by EAH in connection with the preparation of Embraer's financial statements and annual report on Form 20-F. As soon as practicable, and in any event no later than ten (10) Business Days prior to the date on which the Company is required to file an annual report on Form 10-K or other document containing its Annual Financial Statements (as defined below) with the Commission, the Company will deliver to EAH (x) drafts of the consolidated financial statements of the Company and its Subsidiaries (and notes thereto) for such year, setting forth in each case in comparative form the consolidated figures (and notes thereto) for the previous fiscal years and all in reasonable detail and prepared in accordance with Regulation S-X and GAAP and (y) a discussion and analysis by management of the Company and its Subsidiaries financial condition and results of operations for such year, including an explanation of any material period-to-period change and any off-balance sheet transactions, all in reasonable detail and prepared in accordance with Items 303(a) and 305 of RegulationS-K. The information set forth in (x) and (y) above is referred to in this Agreement as the "Annual Financial Statements." the Company will deliver to EAH all revisions to such drafts as soon as any such revisions are prepared or made. No later than seven (7) Business Days prior to the date the Company publicly files the Annual Financial Statements with the Commission or otherwise makes such Annual Financial Statements publicly available, the Company will deliver to EAH the final form of its annual report on Form 10-K and certifications thereof by the principal executive and financial officers of the Company in the forms required under Commission rules for periodic reports and in form and substance satisfactory to EAH; provided, however, that the Company may continue to revise such Annual Financial Statements prior to the filing thereof in order to make corrections and non-substantive changes which corrections and changes will be delivered by the Company to EAH as soon as practicable; provided, further, that Embraer's and the Company's legal and financial representatives will actively consult with each other regarding any changes (whether or not substantive) which the Company may consider making to its Annual Financial Statements and related disclosures during the seven (7) Business Days immediately prior to any anticipated filing with the Commission. Without limiting the foregoing, the Company will consult with EAH regarding EAH's comments on the Annual Financial Statements and related disclosures and shall accept all of EAH's comments on such Annual Financial Statements and related disclosures except to the extent such comments are inconsistent with applicable Law or GAAP. In addition to the foregoing, no Annual Financial Statement or any other document which refers to, or contains information not previously publicly disclosed with respect to the direct ownership of the Company by EAH and indirect ownership by Embraer will be filed with the Commission or otherwise made public by the Company or its Subsidiaries without the prior written consent of EAH.

(e) The Company shall deliver to EAH (i) substantially final drafts, as soon as the same are prepared, of (A) all reports, notices and proxy and information statements to be sent or made available by the Company or its Subsidiaries to its or their respective security holders and (B) all registration statements and prospectuses to be filed by the Company or its Subsidiaries with the Commission or any securities exchange pursuant to the listed company manual (or similar requirements) of such exchange (collectively, the documents identified in clauses (A) and (B) are referred to in this Agreement as "Company Public Documents"), and (ii) as soon as practicable, but in no event later than five (5) Business Days prior to the earliest of the dates the same are printed, sent or filed, current drafts of all such Company Public Documents; provided, however, that the Company may continue to revise such Company Public Documents prior to the filing thereof in order to make corrections and non-substantive changes, which corrections and changes will be delivered by the Company to EAH as soon as practicable; provided, further, that the legal and financial representatives of EAH and the Company will actively consult with each other regarding any changes (whether or not substantive) which the Company may consider making to any of its Company Public Documents and related disclosures prior to any anticipated filing with the Commission, with particular focus on any changes which would have an effect upon EAH's financial statements or related disclosures. Without limiting the foregoing, the Company shall consult with EAH regarding EAH's comments on the Company Public Documents and shall accept all of EAH's comments on such Company Public Documents except to the extent such comments are inconsistent with applicable Law or GAAP. In addition to the foregoing, no Company Public Document or any other document which refers to, or contains information not previously publicly disclosed with respect to the direct ownership of the Company by EAH and indirect ownership by Embraer will be filed with the Commission or otherwise made public by the Company or its Subsidiaries without the prior written consent of EAH.

(f) The Company shall as promptly as practicable deliver to EAH copies of all annual budgets and financial projections (consistent in terms of format and detail with Embraer's historical practices, except as mutually agreed upon by the Parties) relating to the Company on a consolidated basis and will provide EAH an opportunity to meet with management of the Company to discuss such budgets and projections. In addition, to the extent requested by EAH, the Company will participate in Embraer's annual strategic review planning and other similar meetings and processes in a manner consistent with past practices or with such changes as EAH may reasonably request.

(g) With reasonable promptness, the Company shall deliver to EAH such other information and financial data concerning the Company and its Subsidiaries and their business, properties, financial positions, results of operations and prospects as from time to time may be requested by EAH.

(h) The Company will consult with EAH as to the timing of its annual and quarterly earnings releases and any interim financial guidance for a current or future period and the Company will give EAH the opportunity to review the information therein relating to the Company and its Subsidiaries (if any) and to comment thereon. The Company shall coordinate with EAH the timing of (i) the Company's earnings release conference calls and (ii) the Company's public earnings release issuance and filings with the Commission, in each case as directed by EAH. No later than one (1) Business Day prior to the time and date that the Company intends to publish its regular annual or quarterly earnings release or any financial guidance for a current or future period, the Company will deliver to EAH copies of substantially final drafts of all related press releases and other statements to be made available by the Company to employees of such Party or to the public concerning any matters that could be reasonably likely to have a material financial impact on the earnings, results of operations, financial condition or prospects of the Company or its Subsidiaries. In addition, prior to the issuance of any such press release or public statement that meets the criteria set forth in the preceding sentence, the Company will consult with EAH regarding any changes (other than typographical or other similar minor changes) to such substantially final drafts. Immediately following the issuance thereof, the Company will deliver to EAH copies of final drafts of all press releases and other public statements. The Company shall obtain the written consent of EAH prior to issuing any press releases or otherwise making public statements with respect to any of the transactions contemplated hereby and prior to making any filings with any Governmental Authority with respect thereto.

(i) The Company will cooperate fully, and cause its auditors to cooperate fully, with EAH to the extent requested by EAH in the preparation of Embraer's public earnings or other press releases, quarterly reports on Form 6-K, annual reports to stockholders, annual reports on Form 20-F, any current reports on Form 6-K and any other proxy, information and registration statements, reports, notices, prospectuses and any other filings made by Embraer with the Commission, any national securities exchange or otherwise made publicly available (collectively, the "Embraer Public Filings"). The Company agrees to provide to EAH all information that EAH requests in connection with any Embraer Public Filings or that, in the judgment of Embraer's counsel, is required to be disclosed or incorporated by reference therein under any Law. The Company will provide such information in a timely manner on the dates requested by EAH (which may be earlier than the dates on which the Company otherwise would be required hereunder to have such information available) to enable Embraer to prepare, print and release all Embraer Public Filings on such dates as Embraer may determine but in no event later than as required by applicable Law. The Company will use its commercially reasonable efforts to cause its auditors to consent to any reference to them as experts in any Embraer Public Filings required under any Law. If and to the extent requested by EAH, the Company will diligently and promptly review all drafts of such Embraer Public Filings and prepare in a diligent and timely fashion any portion of such Embraer Public Filing pertaining to the Company. Prior to any printing or public release of any Embraer Public Filing, an appropriate executive officer of the Company will, if requested by EAH, certify that the information relating to the Company or its Subsidiaries in such Embraer Public Filing is accurate, true, complete and correct in all material respects. Unless required by Law, the Company will not publicly release any financial or other information which conflicts with the information with respect to the Company or its Subsidiaries that is included in any Embraer Public Filing without EAH's prior written consent.

Section 4.2 Access to Information. For so long as the Embraer Group collectively holds the Embraer Group Requisite Ownership:

(a) The Company shall permit, unless prohibited by applicable Law, representatives designated by the members of the Embraer Group, at reasonable times and upon reasonable notice to (i) visit and inspect any of the properties of the Company and its Subsidiaries, (ii) examine the corporate and financial records of the Company and its Subsidiaries and make copies thereof or extracts therefrom, and (iii) discuss the affairs, finances and accounts of any such Persons with the Directors, officers, key employees and independent accountants of the Company and its Subsidiaries.

(b) The Company shall, and shall cause its Subsidiaries to, provide the members of the Embraer Group, in addition to other information that might be reasonably requested by written inquiry by the members of the Embraer Group from time to time (i) to the extent otherwise prepared by the Company, operating and capital expenditure budgets and periodic information packages relating to the operations and cash flows of the Company and its Subsidiaries, (ii) access to the chief executive officer, chief financial officer or other executive officer of the Company from time to time at reasonable times and upon reasonable notice to discuss the Company's annual business plan and operating budget, and (iii) updates with respect to, and access to other information regarding, progress on the Company's projects and related technology development roadmap.

(c) The Company will report in reasonable detail to EAH the following events or circumstances promptly (and in any event within forty-eight (48) hours) after any executive officer of the Company or any member of the Board becomes aware of such matter: (i) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting; (iii) any illegal act within the meaning of Section 10A(b) and (f) of the Exchange Act; and (iv) any other material violation of Law (including any violation of law that an attorney representing the Company or its Subsidiaries has formally reported to any officers or directors of the Company pursuant to the Commission's attorney conduct rules (17 C.F.R. Part 205)).

(d) The Company will give EAH as much prior notice as reasonably practicable of any proposed determination of, or any significant changes in, the Company's accounting estimates or accounting principles from those in effect on the Effective Date. The Company will consult with EAH and, if requested by EAH, the Company will consult with Embraer's independent auditors with respect thereto. The Company will not make any such determination or changes without EAH's prior written consent if such a determination or a change would be sufficiently material to be required to be disclosed in the Company's or Embraer's financial statements as filed with the Commission or otherwise publicly disclosed therein.

(e) Each of EAH and the Company, upon the reasonable request of the other Party, shall make available to the requesting Party all information, records and documents in its possession that may be relevant to any tax return, audit, examination, proceeding or determination with respect to taxes of the Company or any of its Subsidiaries, or any member of the Embraer Group, as the case may be.

Section 4.3 Other Information. For so long as the Embraer Group collectively holds the Embraer Group Requisite Ownership, the Company shall promptly provide the members of the Embraer Group with such information as reasonably required or requested by the Embraer Group in connection with any debt or equity financing or refinancing transactions to be effected by them or for purposes of their compliance with applicable Laws or stock exchange regulations.

Section 4.4 Confidentiality.

(a) Subject to Section 2.10, EAH and the Sponsor shall not, and shall cause each member of the Embraer Group and the Sponsor not to, disclose any confidential non-public information provided to EAH and the Sponsor or any other member of the Embraer Group and the Sponsor, or to any Embraer Director and the Sponsor Director, respectively, in each case, pursuant to the terms of this Agreement, to any Person outside of the Embraer Group and the Sponsor.

(b) Notwithstanding the foregoing, any member of the Embraer Group and the Sponsor shall be permitted to disclose such information to its directors, officers or employees, and any member of the Embraer Group and the Sponsor or any Embraer Director and Sponsor Director shall be permitted to disclose any such information to their respective attorneys, accountants, consultants, advisors and other representatives if such Persons have a need to know such information in order to perform their duties and/or properly advise any member of the Embraer Group and the Sponsor, and are bound by an obligation to maintain confidentiality with respect to such information.

(c) Any member of the Embraer Group and the Sponsor shall be permitted to disclose any confidentialnon-public information to any Person outside of the Embraer Group and the Sponsor, respectively, (a) to the extent required (i) to comply with applicable Laws or stock exchange regulations, including in connection with the filing of financial or other reports required to be filed with any Governmental Authority or stock exchange, or (ii) by any subpoena, investigative demand, audit or similar process of any Governmental Authority, (b) in connection with any financing or capital raising transaction by any member of the Embraer Group and the Sponsor, subject to the execution of one or more customary confidentiality agreements with potential lenders or initial purchasers, or (c) subject to the execution of one or more customary confidentiality agreements, in connection with any transaction involving the direct or indirect sale or other disposition by any member of the Embraer Group and the Sponsor of Shares.

ARTICLE V
INDEPENDENT AUDITORS; COOPERATION

Section 5.1 Independent Auditors. For so long as the Embraer Group collectively holds a majority of the Shares then issued and outstanding, the Company shall take all Necessary Action to ensure that the Company appoints and retains as its independent auditors the same independent registered public accounting firm appointed as the independent auditors of Embraer and its Subsidiaries.

Section 5.2 Cooperation. The Company acknowledges that Embraer and/or EAH may in the future determine to effect a reorganization that may include a transaction or series of transactions that would result in stockholders of Embraer receiving direct ownership of Shares, whether by distribution, dividend, exchange offer or other means. The Company hereby agrees that upon the request of EAH, the Company shall cooperate with Embraer and EAH in implementing any such reorganization event, including by taking any Necessary Action, to effect any such reorganization event.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Sponsor Indemnity.

(a) For a period of six (6) years after the Closing Date, the Company will indemnify, exonerate and hold harmless the Sponsor from and against any and all actions, causes of action, suits, claims, liabilities, losses, damages and costs and out-of-pocket expenses in connection therewith (including reasonable attorneys' fees and expenses) ("Indemnified Liabilities") incurred by the Sponsor before, on or after the date of this Agreement, arising out of any third-party action, cause of action, suit, litigation, investigation, inquiry, arbitration or claim directly relating to the transactions contemplated by the BCA which names the Sponsor as a defendant (or co-defendant) arising from the Sponsor's ownership of equity securities of the Company or its control or ability to influence the Company; provided, that the foregoing shall not apply to (i) any Indemnified Liabilities to the extent arising out of any breach by the Sponsor of this Agreement or any other agreement between the Sponsor, on the one hand, and the Company or any of its Subsidiaries, on the other hand, or (ii) the willful misconduct, gross negligence or fraud of the Sponsor.

(b) Notwithstanding anything to the contrary in the foregoing paragraph, the Company shall not be liable for any Indemnified Liabilities in excess of $4 million in the aggregate pursuant to the foregoing paragraph. For the avoidance of doubt, the rights of the Sponsor to indemnification pursuant to the foregoing paragraph will be in addition to any other rights the Sponsor may have under any other agreement or instrument to which the Sponsor is or becomes a party or is or otherwise becomes a beneficiary or under Law.

ARTICLE VII
TERMINATION

Section 7.1 Term. The terms of this Agreement shall terminate, and be of no further force and effect:

(a) upon the mutual consent of all of the parties hereto; or

(b) if the Embraer Group collectively holds a number of Shares representing less than the Embraer Group Requisite Ownership.

Section 7.2 Survival. If this Agreement is terminated pursuant to Section 7.1, this Agreement shall become void and of no further force and effect, except for: (i) the provisions set forth in this Section 7.2, Section 4.4 (which shall survive for one (1) year after the termination of this Agreement), Section 8.8 and Section 8.9; (ii) the rights with respect to the breach of any provision hereof by the Company; and (iii) the provisions set forth in Section 3.4, which shall survive until the expiration of the applicable statute of limitations with respect to any tax which may be imposed on the Affiliate of EAH referenced in Section 3.4.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Amendment and Waiver. This Agreement may be amended by the Company and EAH at any time by execution of an instrument in writing signed on behalf of each of the Company and EAH. In addition,

any proposed amendment to Sections 2.1, 2.5(b), 2.10 or 4.4 or this Article VIII shall also require the written consent of the Sponsor until the earlier of (a) the day on which the Sponsor no longer has any rights under any of such Sections and (b) the day on which the Sponsor no longer holds at least 50% of the Shares held by the Sponsor on the date hereof.

Section 8.2 Severability. The Parties acknowledge that the rights and obligations provided for in this Agreement are subject to the applicable provisions of applicable Laws and stock exchange regulations. In the event that any term, provision, covenant or restriction of this Agreement, or the application thereof, is held to be illegal, invalid or unenforceable under any present or future applicable Law: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid or unenforceable provision, the Parties agree to cooperate to effect an amendment pursuant to Section 8.1 in order to cure the illegality, invalidity or unenforceability of such provision to effect the terms of such illegal, invalid or unenforceable provision as may be possible.

Section 8.3 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement and the documents referenced herein and therein embody the complete agreement and understanding among the Parties with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

Section 8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns and transferees. Neither this Agreement nor any right, benefit, remedy, obligation or liability arising hereunder may be assigned by any party without the prior written consent of the other parties, and any attempted assignment without such consent shall be null and void and of no effect; provided that EAH may assign any and all of its rights under this Agreement, together with Transferring its Shares, to (i) any of its Affiliates (for the avoidance of doubt, without requiring the approval of the Company) or (ii) any other Person approved by a majority of the Directors that satisfy the independence requirements of NYSE in their sole discretion (each, an "Embraer Transferee"). EAH shall give written notice to the Company of its transfer of rights under this Section 8.4 no later than five (5) Business Days after EAH enters into a binding agreement for such transfer of rights. Such notice shall state the name and address of the Embraer Transferee and identify the amount of Shares transferred and the scope of rights being transferred under this Section 8.4. In connection with any such transfer, the terms "EAH" and "Embraer" as used in this Agreement shall, where appropriate to give effect to the assignment of rights and obligations hereunder to such Embraer Transferee, be deemed to refer to such Embraer Transferee. EAH and any Embraer Transferee may exercise the rights under this Agreement in such priority, as among themselves, as they shall agree upon among themselves, and the Company shall observe any such agreement of which it shall have notice as provided above.

Section 8.5 Applicability of Rights in the Event of an Acquisition of the Company. In the event the Company merges into, consolidates, sells substantially all of its assets to or otherwise becomes an Affiliate of a Person (other than EAH), pursuant to a transaction or series of related transactions in which any member of the Embraer Group receives equity securities of such Person (or of any Affiliate of such Person) in exchange for Shares held by any member of the Embraer Group, all of the rights of EAH and the Sponsor set forth in this Agreement shall continue in full force and effect and shall apply to the Person the equity securities of which are received by EAH and the Sponsor pursuant to such transaction or series of related transactions. The Company agrees that, without the consent of EAH, it will not enter into any Contract which will have the effect set forth in the first clause of the preceding sentence, unless such Person agrees to be bound by the foregoing provision.

Section 8.6 Counterparts. This Agreement may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 8.7 Remedies. The Parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the Company and EAH shall have the right to injunctive relief or specific performance, in addition to all of its rights and remedies at law or in equity, to enforce the provisions of this Agreement. Nothing contained in this Agreement shall be construed to confer upon any Person who is not a signatory hereto any rights or benefits, as a third-party beneficiary or otherwise.

Section 8.8 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given: (a) on the date delivered if delivered personally; (b) one (1) Business Day after being sent by an internationally recognized overnight courier guaranteeing overnight delivery; (c) on the date of transmission, if delivered by email, with confirmation of transmission; or (d) on the fifth (5th) Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

(a) if to the Company, to:

Eve Holding, Inc.
276 SW 34th Street
Fort Lauderdale, FL 33315
Attention: Flávia Pavie
Email: fpavie@eveairmobility.com

(b) if to EAH, to:

Embraer S.A.
Avenida Dra. Ruth Cardoso, 8501,
30th floor (part), Pinheiros, São Paulo, SP,05425-070, Brazil
Attention: Fabiana Klajner Leschziner
Email: fabiana.leschziner@embraer.com.br

with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Paul T. Schnell
Thomas W. Greenberg
Email: Paul.Schnell@skadden.com
Thomas.Greenberg@skadden.com

(c) if to Sponsor, to:

Zanite Sponsor LLC
25101 Chagrin Boulevard, Suite 350
Cleveland, Ohio 44122
Attention: Steven H. Rosen, Co-CEO
Email: srosen@resiliencecapital.com

with copies to (which shall not constitute notice):

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Attention: Joel Rubinstein
Matthew Kautz
Email: joel.rubinstein@whitecase.com
mkautz@whitecase.com

or to such other address or to the attention of such Person or Persons as the recipient Party has specified by prior written notice to the sending Party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth in this Section 8.8 is used, the earliest notice date established as set forth in this Section 8.8 shall control.

Section 8.9 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

Section 8.10 Jurisdiction; WAIVER OF JURY TRIAL.

(a) Any proceeding or Action based upon, arising out of or related to this Agreement must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably (i) submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 8.10.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES CONTEMPLATED HEREBY.

Section 8.11 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 8.12 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

(a) when a reference is made in this Agreement to an Article or Section, such reference is to an Article or Section of this Agreement;

(b) the headings preceding the text of Articles and Sections included herein are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

(d) the word “or” is not exclusive and is deemed to have the meaning “and/or”;

(e) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(f) all terms defined in this Agreement have the defined meanings when used in any certificate or other document delivered or made available pursuant hereto, unless otherwise defined therein;

(g) where used with respect to information, the phrases “delivered” or “made available” shall mean that the information referred to has been physically or electronically delivered to the relevant Party or a Representative designated by such Party in writing as acceptable to receive such information on behalf of such Party;

(h) references to “day” or “days” are to calendar days;

(i) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(j) references to a Person are also to its successors and permitted assigns; and

(k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall, if applicable, end on the next succeeding Business Day.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Stockholders Agreement on the day and year first above written.

EVE HOLDING, INC.

By: /s/ André Duarte Stein
Name: André Duarte Stein
Title: Co-Chief Executive Officer

By: /s/ Gerard J. DeMuro
Name: Gerard J. DeMuro
Title: Co-Chief Executive Officer

EMBRAER AIRCRAFT HOLDING INC.

By: /s/ Gary Kretz
Name: Gary Kretz
Title: Officer

By: /s/ Michael Klevens
Name: Michael Klevens
Title: Officer

ZANITE SPONSOR LLC

By: /s/ Steven H. Rosen
Name: Steven H. Rosen
Title: Managing Member

Exhibit A

[Intentionally Omitted]

Exhibit 10.3

TAX RECEIVABLE AGREEMENT

between

EVE HOLDING, INC.

and

EMBRAER AIRCRAFT HOLDING, INC.

Dated as of May 9, 2022

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TAX RECEIVABLE AGREEMENT

This TAX RECEIVABLE AGREEMENT (this "**Agreement**") is dated as of May 9, 2022, and is between Eve Holding, Inc., a Delaware corporation ("**PubCo**" or the "**Corporate Taxpayer**"), and Embraer Aircraft Holding, Inc., a Delaware corporation ("**Eagle US**").

RECITALS

WHEREAS, as of immediately prior to the consummation of the transactions contemplated by the Business Combination Agreement (as defined below), Eagle US directly or indirectly held 100% of the limited liability company interests (the "**Units**") of EVE UAM, LLC, a Delaware limited liability company ("**Eve**"), which is classified as a disregarded entity for U.S. federal income tax purposes;

WHEREAS pursuant to that certain Business Combination Agreement, dated as of December 21, 2021, by and among Embraer S.A. ("**Eagle Brazil**"), Eagle US, PubCo and Eve (the "**Business Combination Agreement**"), Eagle US contributed, as of the date hereof, 100% of the Units of Eve to PubCo (the "**Contribution**");

WHEREAS, prior to the Contribution, Eagle Brazil and/or subsidiaries of Eagle Brazil contributed 100% of the units of Eve to Eagle US (the "**Pre-Closing Restructuring**") in a transaction described in Section 1001 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), giving rise to the Basis Adjustments (as described below);

WHEREAS, the Contribution is intended to qualify either, (i) taken together with certain other transfers to PubCo, as a transaction described in Section 351 of the Code or (ii) as a transaction described in Section 1001 of the Code.

WHEREAS, As a result of the Pre-Closing Restructuring, the basis of assets held by Eve is adjusted to fair market value, for U.S. federal income tax purposes, giving rise to the Basis Adjustments (as described below);

WHEREAS, the income, gain, loss, expense and other Tax (as defined below) items of PubCo may be affected by the Basis Adjustments (as defined below) and the Imputed Interest (as defined below);

WHEREAS, the Basis Adjustments are expected to result in Tax savings for PubCo; and

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustments and Imputed Interest on the liability for Taxes of PubCo.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"**Actual Tax Liability**" means the sum of (i) the actual liability for Taxes of PubCo as reported on its U.S. federal income Tax Return for a given Taxable Year and (ii) the product of the amount of the U.S. federal income or gain for such Taxable Year reported on the Corporate Taxpayer's U.S. federal income Tax Return and the Blended Rate.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"**Agreed Rate**" means LIBOR plus 100 basis points.

"**Agreement**" is defined in the Preamble to this Agreement.

"**Amended Schedule**" means an Amended Tax Benefit Schedule.

"**Basis Adjustment**" means the adjustment to the tax basis of a Reference Asset under Sections 1012 or 362 of the Code and comparable sections of state and local tax laws, as a result of (i) the Pre-Closing Restructuring, (ii) the entering into of this Agreement, and/or (iii) the payments made pursuant to this Agreement.

A "**Beneficial Owner**" of a security is a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, such security; and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security. The terms "**Beneficially Own**" and "**Beneficial Ownership**" shall have correlative meanings.

"**Blended Rate**" means, with respect to any Taxable Year, the sum of the product of (a) PubCo's income and franchise tax apportionment rate(s) for each state and local jurisdiction in which PubCo (or any of its Subsidiaries that are treated as partnerships or disregarded entities for U.S. federal or applicable state and local tax purposes) file income or franchise Tax Returns for the relevant Taxable Year and (b) the highest corporate income and franchise tax rate(s) for each such state and local jurisdiction in which PubCo or its applicable Subsidiaries file income or franchise Tax Returns for each such relevant Taxable Year.

"**Board**" means the Board of Directors of PubCo.

"Business Combination Agreement" has the meaning set forth in the Recitals.

"**Business Day**" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the State of New York shall not be regarded as a Business Day.

"**Change of Control**" means the consummation of any transaction resulting in the occurrence of any of the following events:

(i) any Person or any group of Persons acting together that would constitute a "group" for purposes of Section 13(d) of the Securities and Exchange Act of 1934, or any successor provisions thereto (excluding (a) a corporation or other entity owned, directly or indirectly, by the stockholders of PubCo in substantially the same proportions as their ownership of stock of the PubCo or (b) a group of Persons in which one or more Affiliates of Permitted Investors, directly or indirectly hold Beneficial Ownership of securities representing more than 50% of the total voting power held by such group) is or becomes the Beneficial Owner, directly or indirectly, of securities of PubCo representing more than 50% of the combined voting power of the PubCo's then outstanding voting securities; or

(ii) there is consummated a merger or consolidation of PubCo with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, either (x) the Board immediately prior to the merger or consolidation does not constitute at least a majority of the board of directors of the company surviving the merger or, if the surviving company is a Subsidiary, the ultimate parent thereof, or (y) the voting securities of PubCo immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(iii) the shareholders of PubCo approve a plan of complete liquidation or dissolution of PubCo or there is consummated an agreement or series of related agreements for the sale, lease or other disposition, directly or indirectly, by PubCo of all or substantially all of the assets of PubCo and its Subsidiaries, taken as a whole, other than such sale or other disposition by PubCo of all or substantially all of the assets of PubCo and its Subsidiaries, taken as a whole, to an entity at least 50% of the combined voting power of the voting securities of which are owned by shareholders of PubCo in substantially the same proportions as their ownership of PubCo immediately prior to such sale, lease or other disposition.

Notwithstanding the foregoing, except with respect to clause (ii)(x) above, a "Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of PubCo immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns, directly or indirectly, all or substantially all of the assets of PubCo immediately following such transaction or series of transactions.

"**Closing Date**" shall have the meaning set forth in the Business Combination Agreement.

"**Code**" is defined in the Recitals of this Agreement.

"**Control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"**Cumulative Net Realized Tax Benefit**" for a Taxable Year means the cumulative amount of Realized Tax Benefits for all Taxable Years of PubCo, up to and including such Taxable Year. The Realized Tax Benefit for each Taxable Year shall be determined based on the most recent Tax Benefit Schedules or Amended Schedules, if any, in existence at the time of such determination; provided, that the computation of the Cumulative Net Realized Tax Benefit shall be adjusted to reflect any applicable Determination with respect to any Realized Tax Benefits which, for the avoidance of doubt, shall take into account any adjustments made pursuant to Section 2.2(b).

"**Default Rate**" means LIBOR plus 500 basis points.

"**Determination**" shall have the meaning ascribed to such term in section 1313(a) of the Code or similar provision of state, foreign or local tax law, as applicable, or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for Tax.

"**Dispute**" has the meaning set forth in Section 7.8(a) of this Agreement.

"**Early Termination Date**" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"**Early Termination Effective Date**" means the date on which an Early Termination Schedule becomes binding pursuant to Section 4.2.

"**Early Termination Notice**" is defined in Section 4.2 of this Agreement.

"**Early Termination Schedule**" is defined in Section 4.2 of this Agreement.

"**Early Termination Payment**" is defined in Section 4.3(b) of this Agreement.

"**Early Termination Rate**" means the lesser of 6.5% or LIBOR plus 100 basis points.

"**Expert**" is defined in Section 7.9 of this Agreement.

"**Independent Directors**" means the members of the Board who are "independent" under the standards of the principal U.S. securities exchange on which the Class A Common Stock of the Corporate Taxpayer is traded or quoted.

"**Imputed Interest**" in respect of Eagle US shall mean interest, if any, imputed under sections 1272, 1274 or 483 or other provision of the Code and any similar provision of state and local tax law with respect to PubCo's payment obligations in respect of Eagle US under this Agreement.

"**IRS**" means the U.S. Internal Revenue Service.

"**LIBOR**" means during any period, an interest rate per annum equal to theone-year LIBOR reported, on the date two days prior to the first day of such period, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBOR01" or by any other publicly available source of such market rate) for London interbank offered rates for U.S. dollar deposits for such period; provided, however, that in the event that LIBOR ceases to be published in accordance with the definition hereof, then, during any period, all references in this Agreement to LIBOR shall automatically and without further action by any party refer to the SOFR.

"**Material Objection Notice**" has the meaning set forth in Section 4.2 of this Agreement.

"**Non-Stepped-Up Federal Tax Liability**" means, with respect to any Taxable Year, the hypothetical liability for Taxes of the PubCo using the same methods, elections, conventions and similar practices used on the relevant Tax Return of PubCo, but (a) using the Non-Stepped-Up Tax Basis for the Taxable Year, (b) excluding any deduction attributable to Imputed Interest for the Taxable Year and (c) taking into account U.S. federal income tax benefit actually realized by PubCo, if any, with respect to state and local jurisdiction income taxes (with such benefit determined using the Non-Stepped-Up State/Local Tax Liability (rather than any amount for state or local tax liabilities)). For the avoidance of doubt, Non-Stepped-Up Federal Tax Liability shall be determined without taking into account the carryover or carryback of any Tax item (or portions thereof) that is attributable to a Basis Adjustment, Imputed Interest or any deduction in respect of the Non-Stepped-Up State/Local Tax Liability, as applicable.

"**Non-Stepped-Up State/Local Tax Liability**" means, with respect to any Taxable Year, the U.S. federal taxable income determined in connection with calculating the Non-Stepped-Up Federal Tax Liability for such Taxable Year (determined without regard to clause (c) thereof) multiplied by the Blended Rate for such Taxable Year.

"**Non-Stepped-Up Tax Basis**" means, with respect to any Reference Asset at any time, the Tax basis that such asset would have had at such time if no Basis Adjustments had been made and assuming that the Tax basis of any Reference Asset (other than cash or cash equivalents) of Eve immediately prior to the Pre-Closing Reorganization is zero.

"**Non-Stepped-Up Tax Liability**" means, with respect to any Taxable Year, theNon-Stepped-Up Federal Tax Liability for such Taxable Year, plus the Non-Stepped-Up State/Local Tax Liability for such Taxable Year.

"**Objection Notice**" has the meaning set forth in Section 2.2(a) of this Agreement.

"**Payment Date**" means any date on which a payment is required to be made pursuant to this Agreement.

"**Permitted Investors**" means Eagle Brazil and its Affiliates.

"**Person**" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity.

"**PubCo**" is defined in the Recitals of this Agreement.

"**Realized Tax Benefit**" means, for a Taxable Year, the excess, if any, of theNon-Stepped-Up Tax Liability over the Actual Tax Liability of PubCo. If all or a portion of the Actual Tax Liability for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"**Reconciliation Dispute**" is defined in Section 7.9 of this Agreement.

"**Reconciliation Procedures**" is defined in Section 2.2(a) of this Agreement.

"**Reference Asset**" means an asset that is held by Eve, or by any of its direct or indirect Subsidiaries treated as a partnership, disregarded entity or grantor trust (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships, disregarded entities or grantor trusts) for purposes of the applicable Tax, at the time of the Pre-Closing Restructuring. A Reference Asset also includes (i) assets that Eve or any of its direct or indirect Subsidiaries treated as a partnership, disregarded entity or grantor trust (but only if such indirect Subsidiaries are held only through Subsidiaries treated as partnerships, disregarded entities or grantor trusts) is considered to own for U.S. federal income tax purposes, including licenses treated as property for U.S. federal income tax purposes, and (ii) any asset that is "substituted basis property" under section 7701(a)(42) of the Code with respect to a Reference Asset. For the avoidance of doubt and without limitation, an asset will be treated as "held by" an applicable entity that is a disregarded entity for U.S. federal income tax purposes and such entity will be "considered to own for U.S. federal income tax purposes" an asset, if the sole owner of such entity would be treated as owning such asset, for U.S. federal income tax purposes, by virtue of its ownership of such entity.

"**Schedule**" means any of the following: (i) a Tax Benefit Schedule; or (ii) the Early Termination Schedule.

"**SOFR**" means the Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York (the "**New York Federal Reserve**"), as the administrator of such rate (or a successor administrator), on the New York Federal Reserve's website.

"**Subsidiaries**" means, with respect to any Person, as of any date of determination, any other Person as to which such Person owns, directly or indirectly, or otherwise controls more than 50% of the voting power or other similar interests or the sole general partner interest or managing member or similar interest of such Person.

"**Tax Benefit Payment**" is defined in Section 3.1(b) of this Agreement.

"**Tax Benefit Schedule**" is defined in Section 2.1 of this Agreement.

"**Tax Return**" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"**Tax Sharing Agreement**" means the agreement between the Corporate Taxpayer and Eagle US entered into or to be entered into in the event the Corporate Taxpayer and Eagle US are included in an affiliated group of corporations filing a consolidated U.S. federal income tax return, substantially in the form attached to the Shareholders Agreement between Eagle US and the Corporate Taxpayer.

"**Taxable Year**" means a taxable year of the Corporate Taxpayer as defined in section 441(b) of the Code or comparable section of state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than twelve (12) months for which a Tax Return is made), ending on or after the Closing Date.

"**Taxes**" means any and all U.S. federal, state, local and foreign taxes, assessments or similar charges that are based on or measured with respect to net income or profits, and any interest related to such Tax.

"**Taxing Authority**" shall mean any domestic, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"**Treasury Regulations**" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"**Uncompensated TSA Tax Benefit Register**" means the amount remaining in the "Cumulative Tax Benefit Register," as defined in the Tax Sharing Agreement, following the Corporate Taxpayer ceasing to be a member of all affiliated or consolidated groups of corporations that file consolidated income tax returns pursuant to Sections 1501 et seq. of the Code and any corresponding provisions of state or local law of which Eagle US is also a member, as reported pursuant to Section 4(e) of the Tax Sharing Agreement, which amount has not been applied to reduce a payment required to be made by the Corporate Taxpayer to Eagle US pursuant to the Tax Sharing Agreement. Principles similar to Section 5 of the Tax Sharing Agreement shall apply to adjust the amount remaining in the Uncompensated TSA Tax Benefit Register as a result of any Redetermination (as defined in the Tax Sharing Agreement) described in Section 5 of the Tax Sharing Agreement. For the avoidance of doubt, the amount in the Uncompensated TSA Tax Benefit Register shall be zero for any period during which the Corporate Taxpayer is a member of an affiliated or consolidated group of corporations that files a consolidated income tax return of which Eagle US is the common parent or a member. For the avoidance of doubt, the amount in the Uncompensated TSA Tax Benefit Register shall be reduced by any amount which is applied to offset a payment obligation pursuant to this Agreement.

"**Valuation Assumptions**" shall mean, as of an Early Termination Date or the date when a Change of Control occurs (in either case, the "**Valuation Date**"), the assumptions that in each Taxable Year ending on or after such Valuation Date, (1) PubCo will have taxable income sufficient to fully utilize the deductions arising from the Basis Adjustments and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available, (2) any (a) loss carryovers generated by deductions arising from Basis Adjustments or Imputed Interest that are available as of the Valuation Date will be used by PubCo on a pro rata basis from the date of such Valuation Date through the scheduled expiration date under applicable Tax law of such loss carryovers (or, if such loss carryovers will not expire, the fifteenth (15th) anniversary of the Valuation Date), (3) the U.S. federal, state and local income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Valuation Date and the Blended Rate will be calculated based on such rates and the apportionment factor applicable in such Taxable Year, (4) any non-amortizable Reference Assets (other than stock) will be disposed of on the fifteenth (15th) anniversary of the applicable Basis Adjustment and any cash equivalents will be disposed of twelve (12) months following the Valuation Date; provided that in the event of a Change of Control that includes the taxable disposition of anynon-amortizable assets, such non-amortizable assets shall be deemed disposed of at the time of such disposition in the Change of Control (if earlier than such fifteenth (15th) anniversary or twelve (12) month period), and (5) payments required to be made during such Taxable Year will be deemed made on the due date (including extensions) under applicable law for filing of IRS Form 1120 (or any successor form) of the Corporate Taxpayer for each such Taxable Year.

Section 1.2 Rules of Construction. Unless otherwise specified herein:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) For purposes of interpretation of this Agreement:

(i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision thereof.

(ii) References in this Agreement to a Schedule, Article, Section, clause orsub-clause refer to the appropriate Schedule to, or Article, Section, clause or subclause in, this Agreement.

(iii) References in this Agreement to dollars or "$" refer to the lawful currency of the United States of America.

(iv) The term "including" is by way of example and not limitation.

(v) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(d) Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

(e) Unless otherwise expressly provided herein, (i) references to organization documents, agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted hereby; and (ii) references to any law (including the Code and the Treasury Regulations) shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law.

ARTICLE II

DETERMINATION OF REALIZED TAX BENEFIT

Section 2.1 Tax Benefit Schedule.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the due date (with extensions) of the U.S. federal income tax return of PubCo for any Taxable Year in which there is a Realized Tax Benefit, PubCo shall provide to Eagle US a schedule showing, in reasonable detail, the calculation of the Tax Benefit Payment for such Taxable Year (a "**Tax Benefit Schedule**"). Each Tax Benefit Schedule will become final as provided in Section 2.2(a) and may be amended as provided in Section 2.2(b) (subject to the procedures set forth in Section 2.2(b)).

(b) Applicable Principles. The Realized Tax Benefit for each Taxable Year is intended to measure the decrease in the Actual Tax Liability of the Corporate Taxpayer for such Taxable Year attributable to the Basis Adjustments and Imputed Interest, determined using a "with and without" methodology. For the avoidance of doubt, the Actual Tax Liability of the Corporate Taxpayer will take into account any items attributable to the Basis Adjustments and the Imputed Interest (and any carryovers and carrybacks attributable thereto), subject to the rules of the Code and the Treasury Regulations or appropriate provisions of U.S. state and local income and franchise tax law, as applicable, governing the use, limitation and expiration of such items. Such Basis Adjustments and Imputed Interest (and carryovers and carrybacks attributable thereto) shall be taken into account by the Corporate Taxpayer after taking into account the Tax assets and attributes available for use in the applicable Taxable Year (including, without limitation, any deductions, credits, carryovers and carrybacks or other similar Tax assets and attributes) not attributable to the Basis Adjustments or Imputed Interest.

Section 2.2 Procedures, Amendments.

(a) Procedure. Every time the Eagle US or PubCo delivers to the other Party, an applicable Schedule under this Agreement, including any Amended Schedule delivered pursuant to Section 2.2(b), and any Early Termination Schedule or amended Early Termination Schedule, the delivering party shall also (x) deliver to the recipient party supporting schedules and work papers, as determined by the delivering party or as reasonably requested by the recipient party providing reasonable detail regarding data and calculations that were relevant for purposes of preparing the Schedule and (y) allow the recipient party reasonable access at no cost to the appropriate representatives at the delivering party, as determined by the delivering party or as reasonably requested by the recipient party, in connection with a review of such Schedule. Without limiting the generality of the preceding sentence, PubCo shall ensure that any Tax Benefit Schedule that is delivered to Eagle US along with any supporting schedules and work papers, provides a reasonably detailed presentation of the calculation of the Actual Tax Liability of PubCo and the Non-Stepped-Up Tax Liability, and identifies any material assumptions or operating procedures or principles that were used for purposes of such calculations. An applicable Schedule or amendment thereto shall become final and binding on all parties thirty (30) calendar days from the date on which all relevant Parties are treated as having received the applicable Schedule or amendment thereto under Section 7.1 unless recipient Party, (i) within thirty (30) calendar days from such date provides the delivering party with notice of a material objection to such Schedule ("**Objection Notice**") made in good faith or (ii) provides a written waiver of such right of any Objection Notice within the period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver is received by the delivering party. If Pubco and Eagle US for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the delivering party of an Objection Notice, Pubco and Eagle US, shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "**Reconciliation Procedures**").

(b) Amended Schedule. The applicable Tax Benefit Schedule for any Taxable Year may be amended from time to time by the Corporate Taxpayer (i) in connection with a Determination affecting such Tax Benefit Schedule, (ii) to correct inaccuracies in the Tax Benefit Schedule identified as a result of the receipt of additional factual information relating to a Taxable Year after the date the Schedule was provided to Eagle US, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a change in the Realized Tax Benefit for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, or (v) to reflect a change in the Realized Tax Benefit for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year (any such Schedule, an "**Amended Tax Benefit Schedule**"). The Corporate Taxpayer shall provide an Amended Tax Benefit Schedule to Eagle US within sixty (60) calendar days of the occurrence of a material event referenced in clauses (i) through (v) of the first sentence of this paragraph. In the event a Tax Benefit Schedule is amended after such Tax Benefit Schedule becomes final pursuant to Section 2.2(a) or, if applicable, Section 7.9, (A) the Amended Tax Benefit Schedule shall not be taken into account in calculating any Tax Benefit Payment in the Taxable Year to which the amendment relates but instead shall be taken into account in calculating the Cumulative Net Realized Tax Benefit for the Taxable Year in which the amendment actually occurs, and (B) as a result of the foregoing, any increase of the Net Tax Benefit attributable to an Amended Tax Benefit Schedule shall not accrue the Interest Amount (or any other interest hereunder) until after the due date (without extensions) for filing IRS Form 1120 (or any successor form) of the Corporate Taxpayer with respect to Taxes for the Taxable Year in which the amendment actually occurs.

ARTICLE III

TAX BENEFIT PAYMENTS

Section 3.1 Payments.

(a) Payments. Within five (5) Business Days after a Tax Benefit Schedule delivered to Eagle US becomes final in accordance with Section 2.2(a), or, if applicable, Section 7.9, PubCo shall pay to Eagle US

(i) the Tax Benefit Payment determined pursuant to Section 3.1(b). Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by Eagle US to PubCo or as otherwise agreed by PubCo and Eagle US. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal estimated income tax payments.

(b) A "**Tax Benefit Payment**" for a Taxable Year means an amount, not less than zero, equal to the sum of the portion of the Net Tax Benefit and the Interest Amount. For the avoidance of doubt, for Tax purposes, the Interest Amount shall not be treated as interest but instead shall be treated as additional consideration for the Contribution, unless otherwise required by law. Subject to Section 3.3(a), the "**Net Tax Benefit**" for a Taxable Year shall be an amount equal to the excess, if any, of 75% of the Cumulative Net Realized Tax Benefit as of the end of such Taxable Year, over the total amount of payments previously made under Section 3.1(a) (excluding payments attributable to Interest Amounts); provided, for the avoidance of doubt, that no such recipient shall be required to return any portion of any previously made Tax Benefit Payment. The "**Interest Amount**" shall equal the interest on the Net Tax Benefit calculated at the Agreed Rate from the due date (without extensions) for filing the Tax Return of PubCo with respect to Taxes for such Taxable Year until the payment date under Section 3.1(a); provided that such interest shall not accrue on the amount of any Net Tax Benefit after the date on which such amount is actually paid to Eagle US, regardless of whether such payment is made prior to the due date for such payment under Section 3.1(a) and regardless of whether the amount of any unpaid Net Tax Benefit has yet become final in accordance with Section 2.2(a) or, if applicable, Section 7.9.

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in duplicative payment of any amount (including interest) required under this Agreement. The provisions of this Agreement shall be construed in the appropriate manner to ensure such intentions are realized.

Section 3.3 Overpayments. To the extent the Corporate Taxpayer makes a payment to Eagle US in respect of a particular Taxable Year under Section 3.1(a) in an amount in excess of the amount of such payment that should have been made to Eagle US in respect of such Taxable Year under the terms of this Agreement, then Eagle US shall not receive further payments under Section 3.1(a) until Eagle US has foregone an amount of payments equal to such excess.

Section 3.4 Change of Control. Notwithstanding anything to the contrary in this Agreement, in the event of a Change of Control, all Tax Benefit Payments made or required to be made after the date of the Change of Control shall be calculated by using Valuation Assumptions (1), (2) and (4).

Section 3.5 Uncompensated TSA Tax Benefit Register Offset. In the event the amount in the Uncompensated TSA Tax Benefit Register is greater than zero as of the date of any Tax Benefit Payment, at the Company's election, amounts payable by the Company pursuant to Section 3.1 or Section 4.3, as applicable, may reduce the amount in the Uncompensated TSA Tax Benefit Register (but not below zero). Any reduction in the amount of the Uncompensated TSA Tax Benefit Register pursuant to the preceding sentence shall be treated, for purposes of this Agreement, as a payment in like amount by the Corporate Taxpayer to Eagle US pursuant to Section 3.1 or Section 4.3, as applicable. For the avoidance of doubt, no payment shall be required to be made from Eagle US to the Corporate Taxpayer on account of any amount in the Uncompensated TSA Tax Benefit Register.

ARTICLE IV

TERMINATION

Section 4.1 Early Termination of Agreement; Breach of Agreement.

(a) With the written approval of the majority of the Independent Directors of the Corporate Taxpayer may terminate this Agreement with respect to all amounts payable to Eagle US at any time by paying to Eagle

US the Early Termination Payment; provided, however, that this Agreement shall only terminate upon the receipt of such Early Termination Payment by Eagle US, and provided, further, that the Corporate Taxpayer may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon payment of such Early Termination Payment by the Corporate Taxpayer, neither Eagle US nor the Corporate Taxpayer shall have any further payment obligations under this Agreement, other than for any (1) Tax Benefit Payment due and payable to Eagle US and that remains unpaid as of the date the Early Termination Notice is delivered, (2) Tax Benefit Payment that is the subject of an Objection Notice, which will be payable in accordance with resolution of the issues identified in such Objection Notice pursuant to this Agreement and (3) Tax Benefit Payment due to such Counterparty for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (2) or clause (3) is included in such Early Termination Payment or is included in clause (1)); provided that upon payment of all amounts, to the extent applicable and without duplication, described in this sentence, this Agreement shall terminate.

(b) In the event that the Corporate Taxpayer (1) breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due (except for all or a portion of such payment that is being validly disputed in good faith under this Agreement, and then only with respect to the amount in dispute) or failure to honor any other material obligation required hereunder to the extent not cured within thirty (30) calendar days following receipt by the Corporate Taxpayer of written notice of such failure from Eagle US or by operation of law as a result of the rejection of this Agreement in a case commenced under the U.S. Bankruptcy Code or otherwise or (2) (A) shall commence any case, proceeding or other action (i) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking an appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or it shall make a general assignment for the benefit of creditors or (B) there shall be commenced against Corporate Taxpayer any case, proceeding or other action of the nature referred to in clause (A) above that remains undismissed or undischarged for a period of sixty (60) days, then all obligations hereunder shall be automatically accelerated and shall be immediately due and payable, and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such breach and shall include, but not be limited to, (I) the Early Termination Payments calculated as if an Early Termination Notice had been delivered on the date of such breach, (II) any Tax Benefit Payment due and payable and that remains unpaid as of the date of such breach, as applicable, (III) any Tax Benefit Payment that is the subject of an Objection Notice, which will be payable in accordance with resolution of the issues identified in such Objection Notice pursuant to this Agreement and (IV) any Tax Benefit Payment in respect of any Counterparty due for the Taxable Year ending with or including the date of such breach; provided that procedures similar to the procedures of Section 4.2 shall apply with respect to the determination of the amount payable by the Corporate Taxpayer pursuant to this sentence. Notwithstanding the foregoing (other than as set forth in subsection (2) above), in the event that the Corporate Taxpayer breaches its material obligations under this Agreement, each Counterparty shall be entitled to elect to receive the amounts set forth in clauses (I), (II), (III) and (IV) above or to seek specific performance of the terms hereof. The parties agree that the failure to make any payment due pursuant to this Agreement within three (3) months of the date such payment is due shall be deemed to be a breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within three (3) months of the date such payment is due. Notwithstanding anything in this Agreement to the contrary, it shall not be a breach of this Agreement if the Corporate Taxpayer fails to make any Tax Benefit Payment when due to the extent that the Corporate Taxpayer has insufficient funds to make such payment in the Corporate Taxpayer's sole judgment exercised in good faith; provided that the interest provisions of Section 5.2 shall apply to such late payment.

Section 4.2 Early Termination Notice. If the Corporate Taxpayer chooses to exercise its right of early termination under Section 4.1 above, the Corporate Taxpayer shall deliver to Eagle US a notice of such intention

to exercise such right ("**Early Termination Notice**") and a schedule (the "**Early Termination Schedule**") specifying the Corporate Taxpayer's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment(s) due to Eagle US. Each Early Termination Schedule shall become final and binding on all parties thirty (30) calendar days from the first date on which Eagle US is treated as having received such Schedule or amendment thereto under Section 7.1 unless Eagle US, (i) within thirty (30) calendar days after such date provides the Corporate Taxpayer with notice of a material objection to such Schedule made in good faith ("**Material Objection Notice**") or (ii) provides a written waiver of such right of a Material Objection Notice within the period described in clause (i) above, in which case such Schedule becomes binding on the date the waiver is received by the Corporate Taxpayer. If the Corporate Taxpayer and Eagle US, for any reason, are unable to successfully resolve the issues raised in such notice within thirty (30) calendar days after receipt by the Corporate Taxpayer of the Material Objection Notice, the Corporate Taxpayer and Eagle US, shall employ the Reconciliation Procedures in which case such Schedule becomes binding ten (10) days after the conclusion of the Reconciliation Procedures.

Section 4.3 Payment upon Early Termination.

(a) Within five (5) Business Days after an Early Termination Effective Date, the Corporate Taxpayer shall pay to Eagle US an amount equal to the Early Termination Payment. Such payment shall be made by wire transfer of immediately available funds to a bank account or accounts designated by Eagle US, or as otherwise agreed by the Corporate Taxpayer and Eagle US.

(b) The "**Early Termination Payment**" in respect of Eagle US shall equal the present value, discounted at the Early Termination Rate as of the applicable Early Termination Effective Date, of all Tax Benefit Payments (excluding the Interest Amount) in respect of Eagle US, that would be required to be paid by the Corporate Taxpayer beginning from the applicable Early Termination Date (but which have not been previously paid as of such date) and assuming that (i) the Valuation Assumptions are applied and (ii) for purposes of calculating the Early Termination Rate, LIBOR shall be LIBOR as of the date of the Early Termination Notice.

ARTICLE V

SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment, Early Termination Payment or any other payment required to be made by the Corporate Taxpayer to Eagle US under this Agreement shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for borrowed money of the Corporate Taxpayer and its Subsidiaries ("Senior Obligations"), shall rank senior in right to any principal, interest or other amounts due and payable in respect of any principal, interest or other amounts due and payable in respect of any future Tax receivable or other similar agreement entered into by the Corporate Taxpayer ("Other Tax Receivable Obligation"), and shall rank *pari passu* with all current or future unsecured obligations of the Corporate Taxpayer that are not Senior Obligations or Other Tax Receivable Obligations. The Corporate Taxpayer shall use reasonable best efforts to ensure that the terms of agreements governing any Senior Obligations expressly permit the payment of amounts hereunder by the Corporate Taxpayer. To the extent that any payment under this Agreement is not permitted to be made at the time payment is due as a result of this Section 5.1 and the terms of agreements governing any Senior Obligations, such payment obligation nevertheless shall accrue for the benefit of Eagle US and the Corporate Taxpayer shall make such payments at the first opportunity that such payments are permitted to be made in accordance with the terms of the Senior Obligations.

Section 5.2 Late Payments by the Corporate Taxpayer. The amount of all or any portion of any Tax Benefit Payment or Early Termination Payment not made to Eagle US when due under the terms of this

Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such Tax Benefit Payment or Early Termination Payment was first due and payable to the date of actual payment.

ARTICLE VI

NO DISPUTES; CONSISTENCY; COOPERATION

Section 6.1 **Participation in the Corporate Taxpayer's Tax Matters**. Except as otherwise provided herein, in the Tax Sharing Agreement, or in any other agreement between the Corporate Taxpayer, on one hand, and Eagle US or any Affiliate of Eagle US on the other hand, the Corporate Taxpayer shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporate Taxpayer, including the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporate Taxpayer (i) agrees to treat the entering into of this Agreement and the receipt of payments hereunder, for U.S. federal income tax purposes, in the manner designated by Eagle US in writing, within thirty (30) days after the Closing Date and (ii) shall notify Eagle US of, and keep Eagle US reasonably informed with respect to, the portion of any audit of the Corporate Taxpayer by a Taxing Authority the outcome of which is reasonably expected to affect the rights and obligations of Eagle US under this Agreement, and (x) shall provide to Eagle US reasonable opportunity to provide information and other input to the Corporate Taxpayer and its advisors concerning the conduct of any such portion of such audit and (y) Eagle US shall have the right to participate in and monitor at its own expense any such portion of any such audit, provided, however, that the Corporate Taxpayer shall not settle or fail to contest any issue pertaining to Taxes that is reasonably expected to materially adversely affect Eagle US's rights or obligations under this Agreement without the prior written consent of Eagle US, such consent not to be unreasonably withheld, conditioned or delayed.

Section 6.2 **Consistency**. PubCo and Eagle US agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including, without limitation, the Basis Adjustments and each Tax Benefit Payment) in a manner consistent with that contemplated by this Agreement (including, for the avoidance of doubt, with respect to the treatment of the entering into of this Agreement and the receipt of payments hereunder, as specified pursuant to Section 6.1), and, to the extent not inconsistent with the foregoing, as specified by Eagle US unless otherwise required by law. The Corporate Taxpayer shall (and shall cause its other Subsidiaries to) use reasonable efforts (for the avoidance of doubt, taking into account the interests and entitlements of Eagle US under this Agreement) to defend the Tax treatment contemplated by this Agreement and any Schedule in any audit, contest or similar proceeding with any Taxing Authority.

Section 6.3 **Cooperation**. Eagle US shall (a) furnish to the Corporate Taxpayer in a timely manner such information, documents and other materials as the Corporate Taxpayer may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the Corporate Taxpayer and its representatives to provide explanations of documents and materials and such other information as the Corporate Taxpayer or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter, and the Corporate Taxpayer shall reimburse Eagle US for any reasonable and documented out-of-pocket third-party costs and expenses incurred pursuant to this Section 6.3.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile or email with confirmation of transmission by the transmitting equipment or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

If to PubCo, to:

Eve Holding, Inc.
276 SW 34th Street
Fort Lauderdale, FL 33315
Attention: Flávia Pavie
Email: fpavie@eveairmobility.com

If to Eagle US, to:

Embraer Aircraft Holding, Inc.
c/o Embraer S.A.
Avenida Dra. Ruth Cardoso, 8501,
30th floor (part), Pinheiros, São Paulo, SP,05425-070, Brazil
Attention: Fabiana Klajner Leschziner
Email: fabiana.leschziner@embraer.com.br

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Paul T. Schnell
Thomas W. Greenberg
Email: Paul.Schnell@skadden.com
Thomas.Greenberg@skadden.com

Any party may change its address, fax number or email by giving the other party written notice of its new address, fax number or email in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with

respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Successors; Assignment; Amendments; Waivers.

(a) Without obtaining the consent of PubCo, Eagle US may assign any of its rights under this Agreement to any Person as long as such transferee has executed and delivered, or, in connection with such transfer, executes and delivers, a joinder to this Agreement, in form and substance reasonably satisfactory to PubCo, agreeing to become a party for all purposes of this Agreement, except as otherwise provided in such joinder.

(b) No provision of this Agreement may be amended unless such amendment is approved in writing by Eagle US and PubCo. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom the waiver is to be effective.

(c) All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporate Taxpayer shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporate Taxpayer, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporate Taxpayer would be required to perform if no such succession had taken place.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Jurisdiction and Governing Law. Sections 10.9 and 10.16 of the Business Combination Agreement shall apply *mutatis mutandis* to the Parties to this Agreement as if set forth herein.

Section 7.9 Reconciliation. In the event that PubCo and Eagle US are unable to resolve a disagreement with respect to the calculation of amounts owed pursuant to this Agreement, the matters governed by Sections 2.2 and 4.2 within the relevant period designated in this Agreement ("**Reconciliation Dispute**"), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the "**Expert**") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be a partner or principal in a nationally recognized accounting or law firm, and unless PubCo and Eagle US agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with PubCo or Eagle US, or other actual or potential conflict of interest. If PubCo and Eagle US, are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the Expert

shall be appointed by the International Chamber of Commerce Centre for Expertise. The Expert shall resolve any matter relating to the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by PubCo, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by PubCo except as provided in the next sentence. PubCo and Eagle US, shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the position of Eagle US, in which case PubCo shall reimburse Eagle US for any reasonable out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts PubCo's position, in which case Eagle US shall reimburse PubCo for any reasonable out-of-pocket costs and expenses in such proceeding. Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of this Section 7.9 shall be decided by the Expert. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on PubCo and Eagle US and may be entered and enforced in any court having jurisdiction.

Section 7.10 Withholding. The parties hereto agree that, under applicable Law currently in effect as of the date of this Agreement, if Eagle US provides a properly completed IRS Form W-9, no amounts are required to be withheld under the Code or any provision of state, local or foreign Tax law, from any amounts payable in cash or otherwise pursuant to this Agreement to Eagle US and no amounts will be withheld unless otherwise required pursuant to a change in applicable Law after the date of this Agreement. In the event the Corporate Taxpayer becomes aware of any amounts that are or may be required to be withheld from a payment hereunder, the Corporate Taxpayer shall use commercially reasonable efforts to promptly inform Eagle US of such potential requirement and shall provide Eagle US with the opportunity to contest the application of such withholding or otherwise establish an exemption, in each case, prior to withholding from any payments hereunder. The parties hereto shall cooperate in good faith to eliminate or reduce any deduction or withholding (including through the request and provision of any statements, forms or other documents to reduce or eliminate any such deduction or withholding) as reasonably requested by the relevant party.

Section 7.11 Admission of the Corporate Taxpayer into a Consolidated Group; Transfers of Corporate Assets

(a) If the Corporate Taxpayer is or becomes a member of an affiliated or consolidated group of corporations that files a consolidated income tax return pursuant to sections 1501 et seq. of the Code or any corresponding provisions of state or local law (other than an affiliated or consolidated group of corporations of which Eagle US is the common parent or a member), then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole, to the extent the income and loss of the Corporate Taxpayer are reflected on the consolidated income tax return of the common parent of such group; and (ii) Tax Benefit Payments, Early Termination Payments and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole, to the extent the income and loss of the Corporate Taxpayer are reflected on the consolidated income tax return of the common parent of such group. To the extent the Corporate Taxpayer is a member of an affiliated or consolidated group of corporations that files a consolidated income tax return of which Eagle US is the common parent or a member, the Realized Tax Benefit of the Corporate Taxpayer shall be calculated without taking into account Taxes (or any reduction in Taxes) of the common parent of such group attributable to income or deductions of the Corporate Taxpayer that are reflected on the consolidated income tax return of the common parent of such group.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for U.S. federal income tax purposes) with which such entity does not file a consolidated tax return pursuant to section 1501 of

the Code or any corresponding provisions of state, local or foreign law (including as a result of any series of transactions or acts), such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment (e.g., calculating the gross income of the entity and determining the Realized Tax Benefit of such entity) due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the gross fair market value of the contributed asset. The transactions described in this Section 7.11(b) shall be taken into account in determining the Realized Tax Benefit for such Taxable Year based on the income, gain or loss of the Corporate Taxpayer using the Non-Stepped-Up Tax Basis of the Reference Assets in calculating itsNon-Stepped-Up Tax Liability for such Taxable Year and using the actual Tax basis of the Reference Assets in calculating the Actual Tax Liability, determined using the "with and without" methodology. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership. Notwithstanding the foregoing, after the occurrence of any such transfer as described in the first sentence of this Section 7.11(b), if the Corporate Taxpayer takes all such actions to ensure that the amount to be received by Eagle US hereunder and the timing of the receipt of such payments, taking into account such actions (which actions may, at the election of the Corporate Taxpayer, include the payment of an additional amount to Eagle US), would be the same amount and at the same time as if such transfer described in the first sentence of this Section 7.11(b) did not occur, then this Section 7.11(b) shall not apply with respect to such transfer. Additionally, this Section 7.11(b) shall not apply with respect to any transfer of one or more Reference Assets if a majority of the Independent Directors shall have affirmatively voted to disapprove such transfer.

Section 7.12 Confidentiality.

(a) The Corporate Taxpayer and Eagle US and each of their assignees acknowledge and agree that the information of the Corporate Taxpayer and Eagle US is confidential and, except in the course of performing any duties as necessary for the Corporate Taxpayer and its Affiliates or Eagle US, as required by law or legal process (including filing a copy of this Agreement as an exhibit to filings made with the Securities and Exchange Commission) or to enforce the terms of this Agreement, such person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of the Corporate Taxpayer and its Affiliates and successors and Eagle US and its Affiliates and successors learned as the case may be, heretofore or hereafter. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporate Taxpayer or any of its Affiliates, becomes public knowledge (except as a result of an act of any party in violation of this Agreement) or is generally known to the business community and (ii) the disclosure of information to the extent necessary for a party to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any taxing authority or to prosecute or defend any action, proceeding or audit by any taxing authority with respect to such returns. Notwithstanding anything to the contrary herein, PubCo and Eagle US (and each employee, representative or other agent of such party or its assignees, as applicable) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure PubCo, Eagle US, and their Affiliates, and any of their transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure.

(b) If Eagle US, PubCo, or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, Eagle US or PubCo, as the case may be, shall have the right and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to PubCo or Eagle US, as the case may be and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

[*The remainder of this page is intentionally blank*]

IN WITNESS WHEREOF, the Corporate Taxpayer, and Eagle US have duly executed this Agreement as of the date first written above.

Corporate Taxpayer:

EVE HOLDING, INC.

By: /s/ André Duarte Stein
Name: André Duarte Stein
Title: Co-Chief Executive Officer

By: /s/ Gerard J. DeMuro
Name: Gerard J. DeMuro
Title: Co-Chief Executive Officer

Eagle US:

EMBRAER AIRCRAFT HOLDING, INC.

By: /s/ Gary Kretz
Name: Gary Kretz
Title: Officer

By: /s/ Michael Klevens
Name: Michael Klevens
Title: Officer

Exhibit 10.4

TAX SHARING AGREEMENT

This Tax Sharing Agreement (this "Agreement") is made and entered into as of May 9, 2022, by and between **EMBRAER AIRCRAFT HOLDING, INC.**, a Delaware corporation ("Embraer U.S."), for and on behalf of itself and each Embraer U.S. Affiliate (as defined below), and **EVE HOLDING, INC.**, a Delaware corporation (the "Company"), for and on behalf of itself and each Company Affiliate (as defined below).

WITNESSETH:

WHEREAS, Embraer U.S. and the Company have or may become a part of an Affiliated Group (as defined below), and such Affiliated Group expects to file a consolidated federal income Tax Return in accordance with Section 1501 of the Code (and certain consolidated state and local income Tax Returns) for the Tax year during which the Company becomes a Member (as defined below) of such Affiliated Group and for subsequent Tax years; and

WHEREAS, it is deemed equitable and desirable that the parties hereto enter into this Agreement to set forth (i) the general principles under which they will calculate, allocate, and share consolidated federal, state and local income Tax liabilities (as determined under Treasury Regulation Section 1.1502-2 and any analogous provisions of state or local Tax Law) of the Affiliated Group as between the Embraer U.S. Group, on the one hand, and the Company Group, on the other hand, (ii) the manner in which they will prepare and file various Tax Returns (as defined below) and meet certain other reporting obligations, (iii) the method for reimbursing Embraer U.S. for payment of the Company Group's allocable share of consolidated federal, state and local income Tax liabilities and compensating the Company for use of a Tax Asset (as defined below) of any Member of the Company Group in arriving at such consolidated federal, state and local income Tax liabilities, and (iv) the provisions governing various related matters.

NOW, THEREFORE, the parties signatory hereto agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall be defined as follows:

(a) "Affiliated Group" shall mean, for any federal, state, or local Tax jurisdiction, the consolidated, combined or unitary group that files a Joint Return.

(b) "Agreement" shall have the meaning set forth in the first paragraph hereof, as such agreement may be amended or supplemented from time to time.

(c) "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(e) "Company" shall have the meaning set forth in the first paragraph hereof, except as otherwise provided by Section 23.

(f) "Company Affiliate" means any corporation or other Legal Entity directly or indirectly "controlled" by the Company at the time in question, where "control" means the ownership of 50% or more of the equity interests of such corporation or other Legal Entity (by voting power or value) or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such corporation or other Legal Entity.

(g) "Company Group" means, with respect to any Taxable year (or portion thereof) beginning on or after the Effective Date, the Company and each Subsidiary of the Company (but only while such Subsidiary is a Subsidiary of the Company).

(h) "Company Successor" shall have the meaning given to such term in Section 23(a).

(i) "Company Successor Parent" shall have the meaning given to such term in Section 23(a).

(j) "Consolidated Return Regulations" shall mean the Treasury Regulations promulgated under Chapter 6 of Subtitle A of the Code, including, as applicable, any predecessor or successor regulations thereto.

(k) "Contested Company Group Item" shall have the meaning given to such term in Section 9(b).

(l) "Controlling Party" shall have the meaning given to such term in Section 9(a).

(m) "Deconsolidation Event" means, with respect to the Company and each member of the Company Group, any event or transaction that causes the Company and/or one or more members of the Company Group to no longer be eligible to join with Embraer U.S. or one or more members of the Embraer U.S. Group in the filing of a Joint Return.

(n) "DIT" shall mean any "deferred intercompany transaction" or "intercompany transaction" within the meaning of the Consolidated Return Regulations, or any similar provisions of state, local or prior federal Tax Law.

(o) "Due Date" shall have the meaning given to such term in Section 6(b).

(p) "Effective Date" shall mean the date of this Agreement.

(q) "ELA" shall mean any "excess loss account" within the meaning of the Consolidated Return Regulations, or any similar provisions of state, local or prior federal Tax Law.

(r) "Embraer U.S." shall have the meaning set forth in the first paragraph hereof, except as otherwise provided bySection 23.

(s) "Embraer U.S. Affiliate" shall mean any corporation or other Legal Entity directly or indirectly "controlled" by Embraer U.S. where "control" means the ownership of 50% or more of the equity interests of such corporation or other Legal Entity (by voting power or value) or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such corporation or other Legal Entity; *provided*, *however*, that such term shall not include the Company or any Company Affiliate.

(t) "Embraer U.S. Group" means, with respect to any Taxable year (or portion thereof) beginning on or after the Effective Date, Embraer U.S. and each Subsidiary of Embraer U.S. (but only while such Subsidiary is a Subsidiary of Embraer U.S.); *provided*, *however*, that such term shall not include any Subsidiary of Embraer U.S. for such Taxable year (or portion thereof) as and to the extent that such Subsidiary is a member of the Company Group.

(u) "Embraer U.S. Successor" shall have the meaning given to such term in Section 23(b)(i).

(v) "Embraer U.S. Successor Parent" shall have the meaning given to such term in Section 23(b)(i).

(w) "Embraer U.S. Successor Transaction" shall have the meaning given to such term in Section 23(b)(ii).

(x) "Estimated Tax Installment Date" means, with respect to United States federal income Taxes, the estimated Tax installment due dates prescribed in Section 6655(c) of the Code and, in the case of any other Tax, means any other date on which an installment payment of an estimated amount of such Tax is required to be made.

(y) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(z) "Final Determination" shall mean the final resolution of liability for any Tax for any Taxable period, by or as a result of: (i) a closing agreement or similar final settlement with the Internal Revenue Service or the relevant state or local Governmental Authorities, (ii) an agreement contained in Internal Revenue Service Form 870-AD or other similar form, (iii) an agreement that constitutes a determination under Section 1313(a)(4) of the Code, (iv) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered by the jurisdiction imposing the Tax, (v) a deficiency notice with respect to which the period for filing a petition with the Tax Court or the relevant state or local tribunal has expired, (vi) a decision, judgment, decree or other order of any court of competent jurisdiction that is not subject to appeal or as to which the time for appeal has expired, or (vii) the payment of any Tax with respect to any item disallowed or adjusted by a Tax Authority provided that Embraer U.S. and the Company agree that no action should be taken to recoup such payment.

(aa) "Group" shall mean either the Embraer U.S. Group or the Company Group.

(bb) "Independent Accountant" shall have the meaning set forth in Section 2(b)(i).

(cc) "Interest Rate" means the Rate determined below, as adjusted as of each Interest Rate Determination Date. The "Rate" means, with respect to each period between two consecutive Interest Rate Determination Dates, a rate determined two (2) Business Days before the earlier Interest Rate Determination Date equal to the interest rate that would be applicable on such date to a "large corporate underpayment" (within the meaning of Section 6621(c) of the Code) under Sections 6601 and 6621 of the Code. Interest will be calculated on the basis of a year of 360 days and the actual number of days for which due.

(dd) "Interest Rate Determination Date" means the Due Date and each March 31, June 30, September 30, and December 31 thereafter.

(ee) "Joint Return" shall mean any federal, state or local Tax Return for any Taxable period ending on or after the Effective Date that includes at least two Members, of which one Member is a member of the Company Group and the other Member is a member of the Embraer U.S. Group.

(ff) "Legal Entity" shall mean a corporation, partnership, limited liability company or other legal entity under the corporation, partnership, limited liability company or other organizational laws of a state or other jurisdiction.

(gg) "Losses" shall mean any and all damages, losses, deficiencies, liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including, without limitation, the fees and expenses of any and all actions and demands, assessments, judgments, settlements and compromises relating thereto and the costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder); *provided*, *however*, that "Losses" shall exclude any special or punitive damages; *provided*, *further*, that the foregoing proviso will not be interpreted to limit indemnification for Losses incurred as a result of the assertion by a claimant (other than the parties hereto and their successors and assigns) in a third-party claim for special or punitive damages.

(hh) "Member" or "member" shall mean an entity that is an includible corporation as defined in Section 1504(b) of the Code (or any analogous provisions of state, local or other applicable Tax Law).

(ii) "Parent" shall mean, as the context may require, the common parent of any consolidated, combined, or unitary group that has filed, or is required to file, any Joint Return.

(jj) "Person" shall mean an individual, corporation, limited liability company, partnership, trust, incorporated or unincorporated association, joint venture or other entity.

(kk) "Post-Deconsolidation Period" means any Taxable period beginning after the date of a Deconsolidation Event.

(ll) "Pre-Deconsolidation Period" means any Taxable period beginning on or before the date of a Deconsolidation Event.

(mm) "Redetermination" shall mean any redetermination of Taxes as the result of any Tax Proceeding, a claim for refund, an amended Tax Return or otherwise in which (x) additional Taxes to which such determination relates are subsequently paid, (y) a Tax Refund or a Tax Benefit relating to such Taxes is received or used, or (z) the amount or character of any Tax Item is adjusted or redetermined.

(nn) "Separate Return" shall mean any Tax Return that is not a Joint Return.

(oo) "Separate Return Tax Liability" means an amount equal to the hypothetical federal, state or local Tax liability that the members of the Company Group included in a Joint Return filed in any Tax jurisdiction would have incurred if they had filed a consolidated return, combined return (including nexus combination, domestic combination, line of business combination or any other form of combination), unitary return, or separate return, as the case may be, separate from the members of the Embraer U.S. Group, for the relevant Tax period in such Tax jurisdiction (based upon the assumption that such members of the Company Group were required to file in such Tax jurisdiction), and their income was taxable at the highest corporate tax rate in effect for such period in such Tax jurisdiction; *provided*, *however*, that (1) the Separate Return Tax Liability shall be computed by Embraer U.S. using such methods, conventions, practices, principles, positions, and elections (for example, the election to deduct or credit foreign Taxes) as are consistent with the methods, conventions, practices, principles, positions and elections that are used by Embraer U.S. or Parent, as the case may be, in preparing the applicable Joint Return, and by taking into account only those Tax Assets of the Company Group (or other Tax Items of loss, deduction or credit of the Company Group) that are included in and used in the applicable Joint Return to create any Tax Benefit (without regard to whether the Company Group could have used such Tax Assets or Tax Items on its hypothetical separate return), (2) the Consolidated Return Regulations (or any similar provisions of state or local Tax Law) and the Joint Returns filed by the Affiliated Group in such Tax jurisdiction shall determine the timing of the recognition of Tax Items with respect to DITs and ELAs and the determination of which Legal Entity shall bear the Tax benefit or burden of such Tax Items, and the Company Group shall be responsible for the Tax Items recognized by its respective members with respect to any DITs and ELAs, (3) the Separate Return Tax Liability with respect to a Joint Return filed in a state or locality shall be computed by taking into account such Tax Items, and such receipts or other data used to compute apportionment factors, of each Company Group member as are taken into account with respect to such Company Group member in preparing such Joint Return, regardless of whether such Company Group member separately has tax nexus with such state or locality, and (4) although the Separate Return Tax Liability is to be computed on a hypothetical basis as if the members of the Company Group that are part of the Affiliated Group were separate from the other members of the Affiliated Group, the fact that such members of the Company Group are included in a Joint Return and the effect that such inclusion has on the calculation of any Tax Item or on any Tax reporting requirement, shall nevertheless be taken into account for purposes of computing the Separate Return Tax Liability. Notwithstanding anything to the contrary in this Agreement, the Separate Return Tax Liability of the Company shall be determined by using, as the U.S. federal and applicable state or local Tax basis for each Reference Asset (as defined in the Tax Receivable Agreement), an amount equal to the product of (i) twenty five percent (0.25 or 25%) and (ii) the actual Tax basis of such Reference Asset (as defined in the Tax Receivable Agreement) at any relevant time, and, for the avoidance of doubt, taking into account only 25% of the actual depreciation or amortization of such Reference Asset for a Tax period.

(pp) "Subsidiary" when used with respect to any Person, means (i)(A) a corporation a majority in voting power of whose share capital or capital stock with voting power, under ordinary circumstances, to elect

directors is at the time, directly or indirectly, owned by such Person and/or one or more Subsidiaries of such Person, whether or not such power is subject to a voting agreement or similar encumbrance, (B) a partnership or limited liability company in which such Person or a Subsidiary of such Person is, at the date of determination, (1) in the case of a partnership, a general partner of such partnership with the power affirmatively to direct the policies and management of such partnership or (2) in the case of a limited liability company, the managing member or, in the absence of a managing member, a member with the power affirmatively to direct the policies and management of such limited liability company, or (C) any other Person (other than a corporation, partnership, or limited liability company) in which such Person and/or one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has or have (1) the power to elect or direct the election of a majority of the members of the governing body of such Person, whether or not such power is subject to a voting agreement or similar encumbrance, or (2) in the absence of such a governing body, at least a majority voting interest or (ii) any other Person of which an aggregate of 50% or more of the equity interests are, at the time, directly or indirectly, owned by such Person and/or one or more Subsidiaries of such Person.

(qq) "Tax" and "Taxes" means any and all federal, state, local or non-U.S. taxes, charges, fees, duties, levies, imposts, rates or other like governmental assessments or charges, and, without limiting the generality of the foregoing, shall include income, gross receipts, net worth, property, sales, use, license, excise, franchise, capital stock, employment, payroll, unemployment insurance, social security, Medicare, stamp, environmental, value added, alternative or added minimum, ad valorem, trade, recording, withholding, occupation or transfer taxes, together with any related interest, penalties and additions imposed by any Tax Authority. The term "Taxable" shall have a correlative meaning; *provided that*, references to "Taxable period" for any franchise or other doing business Tax (including, but not limited to, the Texas franchise Tax) shall mean the Taxable period during which the income, operations, assets, or capital comprising the base of such Tax is measured, regardless of whether the right to do business for another Taxable period is obtained by the payment of such Tax.

(rr) "Tax Asset" shall mean any Tax Item that has accrued for Tax purposes, but has not been realized during the Taxable period in which it has accrued, and that could reduce a Tax in another Taxable period, including a net operating loss, net capital loss, disallowed business interest, general business tax credit, foreign tax credit, charitable deduction, credit related to alternative minimum tax, or any other Tax credit.

(ss) "Tax Authority" means, with respect to any Tax, the governmental entity or political subdivision, agency, commission or authority thereof that imposes such Tax, and the agency, commission or authority (if any) charged with the assessment, determination or collection of such Tax for such entity or subdivision.

(tt) "Tax Benefit" means a reduction in the Tax liability (or increase in Tax Refund) of a Taxpayer for any Taxable period. Except as otherwise provided in this Agreement, a Tax Benefit shall be deemed to have been realized or received from a Tax Item in a Taxable period only if and to the extent that the Tax liability (or Tax Refund) of the Taxpayer for such period, after taking into account the effect of the Tax Item on the Tax liability (or Tax Refund) of such Taxpayer in the current period and all prior periods, is less than (or, in case of a Tax Refund, greater than) it would have been had such Tax liability (or Tax Refund) been determined without regard to such Tax Item.

(uu) "Tax Item" shall mean any item of income, gain, loss, deduction, credit, recapture of credit or any other item which increases or decreases Taxes paid or payable, including an adjustment under Section 481 of the Code resulting from a change in accounting method.

(vv) "Tax Law" means the law of any governmental entity or political subdivision thereof, and any controlling judicial or administrative interpretations of such law, relating to any Tax.

(ww) "Tax Package" shall have the meaning given to such term in Section 3(c).

(xx) "Tax Proceeding" shall mean any Tax audit, assessment, or other examination by any Tax Authority, as well as any controversy, litigation, other proceeding, or appeal thereof relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

(yy) "Tax Refund" shall mean any refund of Taxes, including any reduction in a Tax liability by means of a credit, offset or otherwise.

(zz) "Tax Return" means any report of Taxes due, any claims for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration, or document filed or required to be filed (by paper, electronically or otherwise) under any applicable Tax Law, including any attachments, exhibits, or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

(aaa) "Tax Receivable Agreement" means that certain tax receivable agreement between the Company and Embraer U.S. entered into on or around May 9, 2022.

(bbb) "Taxpayer" means any taxpayer and its Affiliated Group or similar group of entities as defined under corresponding provisions of the laws of any other jurisdiction of which a taxpayer is a member.

(ccc) "Treasury Regulations" shall mean the regulations promulgated by the U.S. Department of the Treasury under the Code.

2. Separate Return Tax Liability of the Company Group; Accounting for Tax Benefits

(a) Payment of Separate Return Tax Liability by the Company to Embraer U.S.

(i) Estimated Tax Payments. Subject to Section 2(c), with respect to each Taxable period for which a Joint Return will be filed, at least five (5) Business Days prior to each relevant Estimated Tax Installment Date, the Company shall pay to Embraer U.S. an amount equal to the installment of the estimated Separate Return Tax Liability, as shown in the computation provided by Embraer U.S. to the Company pursuant to Section 2(b)(i). For the avoidance of doubt, the amounts paid by the Company to Embraer U.S. under this Section 2(a)(i) shall be taken into account in determining the amounts to be paid by the Company or Embraer U.S., as the case may be, pursuant to Section 2(a)(ii).

(ii) Final Return Tax Payments. Subject to Section 2(c), with respect to each Taxable period for which a Joint Return will be filed (other than a Joint Return relating to estimated Tax payments), at least ten (10) Business Days prior to the due date (including extensions) for the filing of each such Joint Return, (1) the Company shall pay to Embraer U.S. an amount equal to the excess, if any, of (x) the Separate Return Tax Liability of the Company Group for such Taxable period and such Joint Return over (y) the aggregate amount, if any, previously paid by the Company to Embraer U.S. with respect to such Taxable period and such Joint Return under Section 2(a)(i), as shown in the computation provided by Embraer U.S. to the Company pursuant to Section 2(b)(i); and (2) Embraer U.S. shall pay to the Company an amount equal to the excess, if any, of (x) the aggregate amount, if any, previously paid by the Company to Embraer U.S. with respect to such Taxable period and such Joint Return under Section 2(a)(i) over (y) the Separate Return Tax Liability of the Company Group for such Taxable period and such Joint Return, as shown in the computation provided by Embraer U.S. to the Company pursuant to Section 2(b)(i).

(b) Determination of Separate Return Tax Liability.

(i) Manner of Calculation. For each Taxable period during which a Joint Return will be filed, Embraer U.S. shall provide to the Company, not less than twenty (20) Business Days prior to the due date (including extensions) for the filing of such Joint Return (1) a pro forma draft of the portion of such Joint Return that reflects the Tax Items of the Company Group, (2) a statement that sets forth in reasonable detail the computation of the Separate Return Tax Liability of the Company Group in respect of such Joint Return, and (3) the amount payable by the Company or Embraer U.S., as determined in accordance with this Agreement, pursuant to Section 2(a); *provided, however*, that in the case of any Joint Return relating to estimated Tax

payments, Embraer U.S. shall provide the foregoing information to the Company not less than ten (10) Business Days prior to each relevant Estimated Tax Installment Date. If the Company disagrees with any Tax Item of the Company Group reflected on the pro forma draft of any Joint Return or any tax position relating to the computation of the Separate Return Tax Liability, then the Company shall promptly notify Embraer U.S. and the parties shall use their reasonable best efforts to resolve the dispute. If the parties are unable to resolve any such dispute within ten (10) Business Days after the Company gives notice to Embraer U.S., then the matter shall be referred to a nationally recognized accounting firm that is mutually acceptable to Embraer U.S. and the Company (the "Independent Accountant") to resolve such dispute. All costs, fees, and expenses incurred with respect to the resolution of such dispute shall be borne equally by Embraer U.S. and the Company, except that if the Independent Accountant determines that the proposed position submitted by a party to the Independent Accountant for its determination is frivolous, has not been asserted in good faith, or is not supported by substantial authority, then 100% of such costs, fees, and expenses shall be borne by such party. If any dispute related to the computation of the Separate Return Tax Liability has not been resolved by the due date for the payment of the Separate Return Tax Liability (including installments of estimated Separate Return Tax Liability) with respect to the applicable Joint Return as described in Section 2(a), then the Company or Embraer U.S., as the case may be, shall make its payment based upon the original statement prepared by Embraer U.S., and any adjustments to such payment will be made in accordance with Section 5 following the resolution of such dispute.

(ii) Separate Return Tax Liability. For purposes of this Agreement, the "Separate Return Tax Liability" shall be determined as if the Company Group were filing a separate Tax Return under the Code or any analogous provisions of state or local Tax Law, and the term will not have the same meaning as set forth in Treasury Regulation Section 1.1502-12. For the avoidance of doubt, (A) the computation of the Separate Return Tax Liability of the Company Group shall be determined without regard to whether the Affiliated Group is obligated to pay a Tax liability for the applicable Taxable period and (B) no Tax Asset or other Tax Item that has previously been taken into account in any Taxable period for the Company Group's benefit in determining the Separate Return Tax Liability payable under Section 2(a) or any amount payable under Section 5, or that has otherwise been realized by the Company Group, shall again be taken into account in this computation. If the Separate Return Tax Liability of the Company Group for a Taxable period is less than zero, then the Separate Return Tax Liability of the Company Group shall be deemed to be zero for such period for purposes of Section 2(a).

(c) Accounting for Tax Benefits. In the event that the Embraer U.S. Group recognizes a Tax Benefit on a Joint Return as a result of the Separate Return Tax Liability being less than zero for a Taxable period, the amount of such Tax Benefit for such Taxable period shall be recorded and added to a cumulative register of prior Tax Benefits (the "Cumulative Tax Benefit Register"). Amounts payable by the Company pursuant to Section 2(a)(i) or (ii) for any Taxable period may, at the option of the Company, reduce the amounts in the Cumulative Tax Benefit Register (but not below zero). Any reduction in the amounts in the Cumulative Tax Benefit Register pursuant to the preceding sentence shall be treated, for purposes of this Agreement, as a payment in like amount by the Company to Embraer U.S. pursuant to Section 2(a). Within ten (10) Business Days of filing a Joint Return, Embraer U.S. shall provide to the Company a statement setting forth in reasonable detail the computation of the amount, if any, reflected in the Cumulative Tax Benefit Register. For the avoidance of doubt, no Tax Asset or other Tax Item that has been taken into account in any Taxable period for the Company Group's benefit in determining the Separate Return Tax Liability payable under Section 2(a) or any amount payable under Section 5, or that has otherwise been realized by the Company Group, shall again be taken into account for purposes of determining any amount added to the Cumulative Tax Benefit Register under this Section 2(c). For the avoidance of doubt, no payment will be required to be made from Embraer U.S. to the Company on account of any amounts in the Cumulative Tax Benefit Register.

3. Preparation and Filing of Tax Returns.

(a) Joint Returns. Embraer U.S. shall be responsible for (i) preparing and filing (or causing to be prepared and filed) all Joint Returns for any Taxable period and (ii) remitting (or causing to be remitted) to the proper Tax Authority the Tax shown on such Joint Returns.

(b) Separate Returns.

(i) Embraer U.S. Separate Returns. Embraer U.S. shall be responsible for (1) preparing and filing (or causing to be prepared and filed) all Separate Returns for any Taxable period that include one or more members of the Embraer U.S. Group and (2) remitting (or causing to be remitted) to the proper Tax Authority the Tax shown on such Separate Returns.

(ii) Company Separate Returns. The Company shall be responsible for (1) preparing and filing (or causing to be prepared and filed) all Separate Returns for any Taxable period that include one or more members of the Company Group and (2) remitting (or causing to be remitted) to the proper Tax Authority the Tax shown on such Separate Returns.

(c) Provision of Information. The Company shall provide Embraer U.S. with all information necessary for Embraer U.S. or Parent to properly and timely file all Joint Returns. Such information may include, but need not be limited to (i) a Tax Return package for Joint Returns and Separate Returns of the Company Group, (ii) an estimated Tax package for Joint Returns and Separate Returns of the Company Group, (iii) a Tax provision package, (iv) a Tax projection package, and (v) workpapers and other supporting documentation relating to the foregoing (collectively, the "Tax Package"). With respect to any Tax Items of the Company Group includible in a Joint Return, the Tax Package shall be prepared, with respect to such Tax Items, using the methods, conventions, practices, principles, positions, and elections used by Embraer U.S. or Parent in preparing the applicable Joint Return. In the event the Company fails to provide information necessary for Embraer U.S. or Parent to properly and timely file a Joint Return in the form reasonably requested by Embraer U.S. and within sufficient time to permit the timely filing of such Joint Return, the twenty (20) Business Day notice period (or ten (10) Business Day notice period in the case of estimated Tax payments) in Section 2(b)(i) shall be waived, and any penalties, interest, or other payment obligation assessed against the Affiliated Group by reason of a delay in filing such Tax Return shall be payable by the Company, but only to the extent that such delay is attributable to the Company's failure to provide the necessary information on a timely basis.

(d) Special Rules Relating to the Preparation of Tax Returns

(i) Except as otherwise provided in this Agreement, the party that is responsible for filing (or causing to be filed) a Tax Return pursuant to this Section 3 shall have the exclusive right, in its sole discretion, with respect to such Tax Return to determine (1) the manner in which such Tax Return shall be prepared and filed, including the methods, conventions, practices, principles, positions, and elections to be used and the manner in which any Tax Item shall be reported, (2) whether any extensions may be requested, (3) whether an amended Tax Return shall be filed, (4) whether any claims for refund shall be made, (5) whether any refunds shall be paid by way of refund or credited against any liability for the related Tax, and (6) whether to retain outside firms to prepare or review such Tax Return; *provided*, *however*, that with respect to Joint Returns, Embraer U.S. shall prepare such Joint Returns in good faith and shall consult with the Company prior to changing any method of accounting if such action would impact the Company Group.

(ii) With respect to any Separate Return for which the Company is responsible for filing (or causing to be filed), the Company may not take (and shall cause the members of the Company Group not to take) any positions that it knows, or reasonably should know, are inconsistent with the methods, conventions, practices, principles, positions, or elections used by Embraer U.S. in preparing any Joint Return, except to the extent that the failure to take such position would be contrary to applicable Tax Law. The Company and the other members of the Company Group shall (1) allocate Tax Items between such Separate Return for which the Company is responsible and any related Joint Return for which Embraer U.S. is responsible that is filed in the same Tax year in a manner that is consistent with the reporting of such Tax Items on such related Joint Return and (2) make any applicable elections required under applicable Tax Law necessary to effect such allocation.

4. Tax Liability of the Company in the Event of Disaffiliation Although neither party has any plan or intent to effectuate any transaction that would constitute a Deconsolidation Event, the parties have set forth how

certain Tax matters with respect to a Deconsolidation Event would be handled in the event that, as a result of changed circumstances, a transaction that constitutes a Deconsolidation Event occurs at some future time.

(a) In General. In the case of a Deconsolidation Event, the Company and the Company Affiliates shall remain liable under this Agreement for the Separate Return Tax Liability of the Company Group for the Taxable period during which such Deconsolidation Event occurs and for prior Taxable periods in which any such disaffiliated members of the Company Group were members of the Affiliated Group, and the Company shall be required to pay Embraer U.S. all amounts for such Taxable periods that are determined pursuant to this Agreement. Moreover, should a Tax Proceeding ultimately result in assessment of a Tax deficiency against any Affiliated Group for years in which the Company or the other members of the Company Group were affiliated with such Affiliated Group, the Company and the Company Affiliates shall remain liable for the Company Group's portion of such Tax deficiency determined pursuant to this Agreement, plus interest and penalties as provided in Section 6(a), if any.

(b) Allocation of Tax Items. In the case of a Deconsolidation Event, all Tax computations for (i) anyPre-Deconsolidation Periods ending on the date of the Deconsolidation Event and (ii) the immediately following Taxable period of the Company or any disaffiliated members of the Company Group, shall be made pursuant to the principles of Section 1.1502-76(b) of the Treasury Regulations or any similar provision of federal, state or local Tax Law, as reasonably determined by Embraer U.S.

(c) Carrybacks.

(i) Relinquishment. In the case of a Deconsolidation Event, notwithstanding any other provision of this Agreement, to the extent permitted by law, the Company hereby expressly agrees to elect (under Section 172(b)(3) of the Code and, to the extent feasible, any similar provision of any federal, state or local Tax Law, including Section 1.1502-21(b)(3) of the Treasury Regulations) to relinquish any right to carryback net operating losses (or other Tax Items, to the extent permissible) to any Pre-Deconsolidation Periods of Embraer U.S. (in which event no payment shall be due from Embraer U.S. to the Company in respect of such net operating losses or other Tax Items).

(d) Continuing Covenants. Each of Embraer U.S. (for itself and each Embraer U.S. Affiliate) and the Company (for itself and each Company Affiliate) agrees (i) not to take any action reasonably expected to result in an increased Tax liability to the other, a reduction in a Tax Asset of the other or an increased liability to the other under this Agreement, and (ii) to take any action reasonably requested by the other that would reasonably be expected to result in a Tax Benefit; *provided*, in either such case, that the taking or refraining to take such action does not result in any additional cost not fully compensated for by the other party or any other adverse effect to such party. The parties hereby acknowledge that the preceding sentence is not intended to limit, and therefore shall not apply to, the rights of the parties with respect to matters otherwise covered by this Agreement.

(e) Cumulative Tax Benefit Register. Following any Deconsolidation Event, Embraer U.S. will deliver to the Company a schedule setting forth the amounts remaining in the Cumulative Tax Benefit Register that have not applied to reduce payments hereunder within 120 days of such Deconsolidation Event.

5. Adjustments.

(a) Adjustment Payments. In the event of any Redetermination of any Joint Return, or resolution of any dispute between the parties by the Independent Accountant or otherwise, which affects the calculation of the Company Group's Separate Return Tax Liability or any other calculations or determinations under this Agreement for any Taxable period, the amounts required to be paid pursuant to Section 2(a) or amounts added to the Cumulative Tax Benefit Register pursuant to Section 2(c), as applicable, (as well as any amounts required to be paid underSection 6 below) shall be recomputed for such Taxable period to take into account such Redetermination or dispute resolution. The Company shall pay Embraer U.S., or Embraer U.S. shall pay the

Company, as applicable, an amount equal to the difference between the payment or payments previously made between the parties in respect of such redetermined Joint Return or Separate Return Tax Liability and the amount that would have been paid pursuant to this Agreement in respect of such redetermined Joint Return (if such redetermined Joint Return had been filed on the basis of the Redetermination) or Separate Return Tax Liability. In the event Embraer U.S. or Parent is required to pay to any Tax Authority any amount for additional Taxes due to the disallowance of all or part of any Tax Item for which the Company added an amount to the Cumulative Tax Benefit Register pursuant to Section 2(c) and offset a payment under Section 2(a) (or if Embraer U.S. or Parent would have been so required to pay any Tax Authority but for other credits or adjustments), the Company shall pay to Embraer U.S. the amount of such additional Tax paid by Embraer U.S. or Parent (or which Embraer U.S. or Parent would have been required to pay but for other credits or adjustments); *provided*, *however*, the amount so paid by the Company to Embraer U.S. shall not exceed the cumulative amount credited to the Cumulative Tax Benefit Register by the Company pursuant to Section 2(c) with respect to such Tax Item (except as provided inSection 6 below). If a payment is made as a result of a Redetermination or dispute resolution which does not conclude the matter, further adjusting payments will be made, as appropriate, to reflect the outcome of any subsequent Redeterminations or dispute resolution, as applicable.

(b) Timing of Payments. Any payment by Embraer U.S. or the Company required (x) by any dispute resolution shall be paid within five (5) Business Days after the date such dispute is resolved and (y) by any Redetermination in which (i) additional Taxes are paid, will be due five (5) Business Days after the date on which the additional Taxes were paid or, if later, five (5) Business Days after the date of a request from the other party for the payment, or (ii) the amount or character of a Tax Item was adjusted or redetermined, will be due five (5) Business Days after the date on which the final action resulting in such adjustment or redetermination is taken by a Tax Authority or either party or their Subsidiaries, as applicable.

6. Payments.

(a) Payment of Interest, Penalties, and Expenses. Interest, penalties, and expenses incurred by Embraer U.S. or Parent in connection with the amendment of any Joint Return and/or any Tax Proceeding, shall be borne equitably by those parties whose Tax liability may be affected by such amendment or Tax Proceeding, unless otherwise provided under this Agreement. Embraer U.S. shall act in good faith with respect to any interest, penalties, and expenses to be charged to the Company.

(b) Interest on Late Payments. Payments pursuant to this Agreement that are not made by the date prescribed in this Agreement or, if no such date is prescribed, not later than five (5) Business Days after demand for payment is made (the "Due Date") shall bear interest for the period from and including the date immediately following the Due Date through and including the date of payment at the Interest Rate. Such interest will be payable at the same time as the payment to which it relates.

(c) Tax Consequences of Payments. For all Tax purposes and to the extent permitted by applicable Tax Law, the parties hereto shall treat any payment made pursuant to this Agreement as a capital contribution or a distribution, as the case may be, under the principles of Treasury Regulation Section 1.1552-1(b)(2), Treasury Regulation Section 1.1502-33(d)(1)(ii), Revenue Ruling 73605, 1973-2 C.B. 109 or Revenue Ruling 76-302, 1976-2 C.B. 257, as applicable, and such payments will not create liabilities or receivables among the parties. If the receipt or accrual of any payment under this Agreement causes, directly or indirectly, an increase in the taxable income of the recipient under one or more applicable Tax Laws, such payment shall be increased so that, after the payment of any Taxes with respect to the payment, the recipient thereof shall have realized the same net amount it would have realized had the payment not resulted in taxable income. To the extent that any payment for which any party hereto (the indemnifying party) is required to pay another party (the indemnified party) pursuant to this Agreement may be deducted or credited in determining the amount of any other Taxes required to be paid by the indemnified party (for example, state Taxes which are permitted to be deducted in determining federal Taxes), the amount of any payment made to the indemnified party by the indemnifying party shall be decreased by taking into account any resulting reduction in other Taxes of the indemnified party. If such a

reduction in Taxes of the indemnified party occurs following the payment made to the indemnified party with respect to the relevant indemnified Taxes, the indemnified party shall promptly repay the indemnifying party the amount of such reduction when actually realized. If the Tax Benefit arising from the foregoing reduction of Taxes described in this Section 6(c) is subsequently decreased or eliminated, then the indemnifying party shall promptly pay the indemnified party the amount of the decrease in such Tax Benefit.

7. Indemnification.

(a) Indemnification by Embraer U.S. Embraer U.S. shall indemnify and hold harmless each member of the Company Group from and against (i) any Taxes which a member of the Embraer U.S. Group is required to pay to a Tax Authority (except for Taxes, including the amount of any Separate Return Tax Liability, which Embraer U.S. has a right of reimbursement hereunder from the Company), or in respect of which Embraer U.S. is required to make a payment hereunder to the Company, (ii) any Taxes imposed upon any member of the Company Group pursuant to Treasury Regulation Section 1.1502-6 or any analogous provision of state or local Tax Law for any Taxable period for which a Joint Return was filed in any Tax jurisdiction (except for Taxes, including the amount of any Separate Return Tax Liability, which Embraer U.S. has a right of reimbursement hereunder from the Company) and (iii) any Taxes and Losses arising out of or based upon any breach or nonperformance of any covenant or agreement made or to be performed by Embraer U.S. contained in this Agreement. For the avoidance of doubt, in no event shall Embraer U.S. be required to indemnify the Company with respect to the loss of any Tax attributes by any member of the Company Group.

(b) Indemnification by the Company. The Company shall indemnify and hold harmless each member of the Embraer U.S. Group from and against (i) any Taxes which a member of the Company Group is required to pay to a Tax Authority (except for Taxes which the Company has a right of reimbursement hereunder from Embraer U.S. or Taxes described in Section 7(a)(ii)) or in respect of which the Company is required to make a payment hereunder to Embraer U.S. and (ii) any Taxes and Losses arising out of or based upon any breach or nonperformance of any covenant or agreement made or to be performed by the Company contained in this Agreement. For the avoidance of doubt, in no event shall the Company be required to indemnify Embraer U.S. with respect to the loss of any Tax attributes by any member of the Embraer U.S. Group.

8. Appointment of Agent. The Company consents to the appointment of Embraer U.S. (and Parent, if Parent is not Embraer U.S.) as agent for the members of the Company Group in respect of all matters relating to Joint Returns, and agrees that Embraer U.S. (and Parent) shall have full authority to determine the Company Group's Separate Return Tax Liability in accordance with Section 2, to file Joint Returns (or otherwise cause any Joint Returns to be filed) and to make or change any Tax elections (or cause any Tax elections to be made or changed) on behalf of the Company Group, and to control Tax Proceedings in accordance with Section 9, in each case, except as otherwise provided in this Agreement. The agency power of Embraer U.S. (and Parent), as described in this Section 8, shall extend to all periods during which the Company or any member of the Company Group is a member of any Affiliated Group, and, in the event of the disaffiliation of the Company or any member of the Company Group, Embraer U.S. (and Parent) shall retain its agency powers described herein to make or change on behalf of the Company, or any member of the Company Group, any election or other decision affecting Tax liabilities for such periods that the Company or such member of the Company Group was affiliated with the Affiliated Group.

9. Tax Proceedings.

(a) In General. Except as provided in Section 9(b), (i) with respect to any Joint Returns and any Separate Returns described in Section 3(b)(i), Embraer U.S., and (ii) with respect to Separate Returns described in Section 3(b)(ii), the Company (in either case, the "Controlling Party"), shall have the exclusive right, in its sole discretion, to control, contest, and represent the interests of each member of the Embraer U.S. Group and/or the Company Group, as applicable, in any Tax Proceeding relating to such Tax Return and to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of

any such Tax Proceeding. Except as otherwise provided in Section 9(b), the Controlling Party's rights shall extend to any matter pertaining to the management and control of a Tax Proceeding, including execution of waivers, choice of forum, scheduling of conferences and the resolution of any Tax Item.

(b) Participation of Non-Controlling Party. In any Tax Proceeding relating to a Joint Return in which any Tax Item of the Company Group is a subject of such Tax Proceeding (a "Contested Company Group Item"), the Company shall be entitled to participate in such Tax Proceeding at its expense, insofar as the liabilities of the Company Group are concerned, and Embraer U.S. shall consult with the Company with respect to any Contested Company Group Item, shall act in good faith with a view to the merits in connection with such Tax Proceeding, shall keep the Company updated and informed with respect to such Contested Company Group Item and shall not settle or compromise any Contested Company Group Item in excess of $500,000 without the Company's prior written consent, such consent not be unreasonably withheld or delayed.

(c) Notice. If a party becomes aware of the existence of a Tax issue that may give rise to an indemnification obligation under this Agreement, such party shall give prompt notice to the other party of such issue (and such notice shall contain factual information, to the extent known, describing any asserted Tax liability in reasonable detail), and shall promptly forward to the other party copies of all notices and material communications with any Tax Authority relating to such issue. Failure to give timely notice shall not affect the indemnities given hereunder except, and only to the extent that, the indemnifying party shall have been actually materially prejudiced as a result of such failure.

10. Cooperation. The parties shall cooperate with one another in all matters relating to Taxes (and each shall cause its respective affiliates to so cooperate). The Company shall provide Embraer U.S., and Embraer U.S. shall provide the Company, with such cooperation and information as is necessary in order to enable Embraer U.S., Parent and the Company to satisfy its Tax, accounting and other legitimate requirements. Unless otherwise provided under this Agreement, such cooperation and information shall include (i) making the parties' respective knowledgeable employees available during normal business hours, (ii) providing the information required by reasonable Tax and accounting questionnaires from the other party (at the times and in the format as reasonably required by such other party), (iii) maintaining such books and records and providing such information as may be necessary or reasonably useful in the filing of Joint Returns and Separate Returns, (iv) executing such documents as may be necessary or reasonably useful in connection with any Tax Proceeding, the filing of Joint Returns and Separate Returns, or the filing of refund claims by a member of the Embraer U.S. Group or the Company Group (including certification, to the best of a party's knowledge, of the accuracy and completeness of the information it has supplied), and (v) taking any actions which the other party may reasonably request in connection with the foregoing matters.

11. Foreign Tax Returns. If the parties (or any members of their respective Groups) are required to file (or the parties determine that it is in their best interests to file) a foreign Tax Return for any Taxable period ending on or after the Effective Date that includes at least two Legal Entities, of which one Legal Entity is a member of the Company Group and the other Legal Entity is a member of the Embraer U.S. Group (or any such Legal Entity of one Group is required or able to file a Tax Return reflecting the Tax Assets of a Legal Entity of the other Group pursuant to a similar or analogous scheme under applicable foreign Tax Law), the parties shall reasonably cooperate with one another to complete such Tax Returns, and to allocate the responsibility for payment of any Taxes or Tax Benefits with respect to such Tax Returns, consistent with the underlying principles of calculation and allocation in this Agreement, with such changes as are necessary to reflect the Tax Laws of the applicable jurisdiction.

12. Binding Effect; Assignment. Except as otherwise provided in Section 12(b) or 23, this Agreement shall be binding upon and shall inure to the benefit of Embraer U.S., the Company, and each other party hereto and each other Legal Entity that becomes a party hereto pursuant to Section 12(b) or 23, and this Agreement shall inure to the benefit of, and be binding upon, any successors or assigns of the parties hereto. Except as otherwise provided in Section 12(b) or 23, each of Embraer U.S. and the Company may assign its right to receive payments under this Agreement but may not assign or delegate any other right or obligation hereunder.

13. No Third Party Beneficiaries. Except as provided in Sections 7, 12 and 23, this Agreement is solely for the benefit of Embraer U.S. and the Company and is not intended to confer upon any other Person any rights or remedies hereunder.

14. Application of Agreement. This Agreement shall be applicable only to Taxable periods of the Company and the members of the Company Group ending on or after the Effective Date and to each Taxable period thereafter.

15. Interpretation. This Agreement is intended to calculate, allocate and settle certain Tax liabilities of the members of the Embraer U.S. Group and the Company Group, and any situation or circumstance concerning such calculation and allocation that is not specifically contemplated hereby or provided for herein shall be dealt with in a manner consistent with the underlying principles of calculation and allocation in this Agreement.

16. Legal and Accounting Fees. Unless otherwise specified herein, any fees or expenses (including internal expenses) for legal, accounting or other professional services rendered in connection with Tax research relating to the Company Group, the preparation of a Joint Return or any statement relating to any Separate Return Tax Liability or other calculations under this Agreement or the conduct of any Tax Proceeding shall be allocated between Embraer U.S. and the Company in a manner resulting in Embraer U.S. and the Company, respectively, bearing a reasonable approximation of the actual amount of such fees or expenses hereunder reasonably related to, and for the benefit of, their respective Groups. The Company shall pay Embraer U.S. for any fees and expenses allocated to the Company pursuant to this Section 16 within five (5) Business Days after the date the Company receives notice from Embraer U.S. requesting such payment.

17. Effect of the Agreement. This Agreement shall determine the liability of Embraer U.S. and the Company to each other as to the matters provided for herein, whether or not such determination is effective for purposes of the Code or state or local Tax Laws, or for financial reporting purposes or for any other purposes.

18. Allocation Among the Company and Its Included Subsidiaries Nothing herein shall be deemed to preclude or require any allocation of the Separate Return Tax Liability of the Company Group among or between the Company and its Subsidiaries.

19. Modifications. This Agreement shall not be modified or terminated except by a writing duly signed by each of the parties hereto, and no waiver of any provisions of this Agreement shall be effective unless in a writing duly signed by the party sought to be bound, except that any addition of a new party pursuant to Section 12(b) or 23 shall not require a writing signed by any other party.

20. Entire Agreement. This Agreement embodies the entire agreement among the parties hereto with respect to the matters covered hereby and thereby, and all prior written or oral agreements, representations, warranties or covenants previously existing between the parties with respect to such subject matter are cancelled and are not part of this Agreement.

21. Changes in Law.

(a) Any references to the Code or Treasury Regulations, or a law of another jurisdiction, shall be deemed to refer to the relevant provisions of any successor statute or regulation and shall refer to such provisions as in effect from time to time.

(b) If, due to any change in applicable law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated thereby shall become impracticable or impossible, the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

22. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be delivered in person, by facsimile (with confirming copy sent by one of the other delivery methods specified herein), by electronic mail, by overnight courier or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered in person, or when so received by facsimile, electronic mail or courier, or, if mailed, three (3) calendar days after the date of mailing, as follows:

If to Embraer U.S. or any member of the Embraer U.S. Group:

Embraer Aircraft Holding, Inc.
c/o Embraer S.A.
Avenida Dra. Ruth Cardoso, 8501,
30th floor (part), Pinheiros, São Paulo, SP,
05425-070, Brazil
Attention: Fabiana Klajner Leschziner
Email: fabiana.leschziner@embraer.com.br

If to the Company or any member of the Company Group:

Eve Holding, Inc.
276 SW 34th Street
Fort Lauderdale, FL 33315
Attention: Flávia Pavie
Email: fpavie@eveairmobility.com

or to such other address as the party to whom notice is given may have previously furnished to the other party in writing in the manner set forth above.

23. Successors.

(a) Successors to the Company. In the event of any merger, consolidation, reorganization, statutory share exchange, conversion of the Company from a corporation to a limited liability company or other legal entity or other transaction affecting the Company, that results in the exchange or conversion of the equity securities of the Company for or into equity securities of (x) the successor to the Company in such transaction (or to the extent applicable, the acquiror of all or substantially all of the Company's businesses) (a "Company Successor") or (y) any Person of which the Company or such successor is a Subsidiary as a result of and after giving effect to such transaction (a "Company Successor Parent"), then (A) for Taxable periods (or portions thereof) beginning at or after the effective time of such transaction, (i) all references herein to the Company, other than in the last sentence of this Section 23(a), shall mean and refer to such Company Successor or Company Successor Parent, as applicable, and (ii) all references herein to any equity securities of the Company shall mean and refer to the equity securities or ownership interests of such Company Successor or Company Successor Parent, as applicable, into which such equity securities shall have been converted (or for which such equity securities shall have been exchanged), and (B) in connection with any such transaction, the Company will cause such Company Successor or Company Successor Parent, as applicable, to become a party to this Agreement, and be bound hereby, as of the effective time of such transaction. For the avoidance of doubt, this Agreement shall continue to be binding upon the Company notwithstanding any change in ownership of the Company.

(b) Successors to Embraer U.S.

(i) In the event of any merger, consolidation, reorganization, statutory share exchange, conversion of Embraer U.S. from a corporation to a limited liability company or other legal entity or other transaction affecting Embraer U.S., that results in the exchange or conversion of any class or series of capital stock of Embraer U.S. for or into equity securities of (x) the successor to Embraer U.S. in such transaction (or to the

extent applicable, the acquiror of all or substantially all of Embraer U.S.'s businesses) (an "Embraer U.S. Successor") or (y) any Person of which Embraer U.S. or such successor is a Subsidiary after giving effect to such transaction (an "Embraer U.S. Successor Parent"), and if (but only if) such Embraer U.S. Successor or Embraer U.S. Successor Parent owns, directly or indirectly, the equity securities of the Company that were owned, directly or indirectly, by Embraer U.S. immediately prior to such transaction, then (A) for Taxable periods (or portions thereof) beginning at or after the effective time of such transaction, (i) all references in this Agreement to Embraer U.S., other than in Section 23(b)(ii), shall mean and refer to such Embraer U.S. Successor or Embraer U.S. Successor Parent, as applicable, and (ii) all references herein to any class or series of capital stock of Embraer U.S. shall mean and refer to the equity securities or ownership interests of such Embraer U.S. Successor or Embraer U.S. Successor Parent, as applicable, into which such class or series of capital stock of Embraer U.S. shall have been converted (or for which it shall have been exchanged), and (B) such Embraer U.S. Successor or Embraer U.S. Successor Parent, as applicable, shall become a party to this Agreement, and be bound hereby, as if such Person were a signatory hereto (whether or not such Person signs a counterpart of this Agreement or enters into a joinder agreement or similar instrument with respect hereto).

(ii) Notwithstanding the provisions of clause (i) of this Section 23(b), and without limiting the rights of any Embraer U.S. Successor or Embraer U.S. Successor Parent, the Company agrees that following the effective time of a transaction described in clause (i) of this Section 23(b) (an "Embraer U.S. Successor Transaction") in which Embraer U.S. continues as a legal entity, and with respect to Joint Returns for Taxable periods beginning prior to the effective time of such Embraer U.S. Successor Transaction, (a) Embraer U.S. shall continue to have the authority to act as agent for the members of the Company Group, (b) Embraer U.S. shall have the authority to file such Joint Returns (or otherwise cause such Joint Returns to be filed) and to make or change any Tax elections (or cause any Tax elections to be made or changed) on behalf of the Company Group, and (c) Embraer U.S. shall have the right to control Tax Proceedings with respect to any member of the Company Group relating to such Joint Returns, subject to providing the Company with the participation and control rights to which it would otherwise be entitled pursuant to Section 9.

24. Governing Law; Jurisdiction; Waiver of Jury Trial

(a) This Agreement and the legal relations among the parties hereto will be governed in all respects, including validity, interpretation and effect, by the laws of the State of Delaware applicable to contracts made and performed wholly therein, without giving effect to any choice or conflict of laws provisions or rules that would cause the application of the laws of any other jurisdiction. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement, and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement, and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve in accordance with Section 22 and this Section 24, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement or the subject matter hereof may not be enforced in or by such courts. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of

any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 22 shall be deemed effective service of process on such party.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24(b).

25. Termination. This Agreement shall terminate at such time as all obligations and liabilities of the parties hereto have been satisfied. The obligations and liabilities of the parties arising under this Agreement shall continue in full force and effect until all such obligations have been met and such liabilities have been paid in full, whether by expiration of time, operation of law, or otherwise. The obligations and liabilities of each party are made for the benefit of, and shall be enforceable by, the other parties and their successors and permitted assigns.

26. Headings; Interpretation. The headings used in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation of any provision hereof. When a reference is made in this Agreement to a "Section" or "Sections," such reference shall be to a Section or Sections of this Agreement unless otherwise indicated. The words "include," "includes," "included," and "including," when used herein shall be deemed in each case to be followed by the words "without limitation." The words "hereof," "herein," "hereby," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "date hereof" shall refer to the date of this Agreement. The term "or" is not exclusive and means "and/or" unless the context in which such phrase is used shall dictate otherwise. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other such thing extends, and such phrase shall not mean simply "if" unless the context in which such phrase is used shall dictate otherwise. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

27. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which shall together constitute one Agreement.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its respective duly authorized officer as of the date first set forth above.

EMBRAER AIRCRAFT HOLDING, INC.
for itself and on behalf of each Embraer U.S. Affiliate

By: /s/ Gary Kretz
Name: Gary Kretz
Title: Officer

By: /s/ Michael Klevens
Name: Michael Klevens
Title: Officer

EVE HOLDING, INC.
for itself and on behalf of each Company Affiliate

By: /s/ André Duarte Stein
Name: André Duarte Stein
Title: Co-Chief Executive Officer

By: /s/ Gerard J. DeMuro
Name: Gerard J. DeMuro
Title: Co-Chief Executive Officer

Exhibit 10.16

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of September 14, 2021 (the "Effective Date"), by and among Embraer Aircraft Holding, Inc. (the "Company"), together with its respective subsidiaries, and, on and after the Closing Date (as defined below), Newco (as defined below), the "Company Group") Embraer S.A. ("Embraer") solely with respect to Section 11 hereof, and Gerard J. DeMuro ("Executive" and, together with the Company and Parent, the "Parties").

RECITALS

WHEREAS, Embraer and Zanite Acquisition Corp. ("Zanite") are in discussions with respect to a possible business combination (the "Business Combination") whereby, among other things, EVE Urban Air Mobility Solutions, Inc. ("EVE") would become a direct or indirect wholly-owned subsidiary of Zanite, Zanite would continue to be a public company with securities listed for trading in the public market, Parent would become a direct or indirect owner of a majority of Zanite's outstanding equity securities and Zanite would change its name to EVE Urban Air Mobility Solutions Inc. (such post-Business Combination entity referred to herein as "Newco");

WHEREAS, such business combination will be accomplished pursuant to a business combination agreement by and among Embraer, Zanite, EVE and other parties thereto (the "BCA");

WHEREAS, in furtherance of the possible Business Combination, the Parties intend that Executive shall commence employment as the Co-Chief Executive Officer of EVE effective as of the date on which Zanite appoints a replacement member for its board of directors (the "Employment Commencement Date") and to also serve as Co-CEO of Newco and a member of the Board of Directors of Newco (the "Newco Board") upon completion of the Business Combination.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term. Executive's employment with the Company under the terms and conditions of this Agreement shall commence on the Employment Commencement Date and shall continue during an initial term until the second anniversary of the Employment Commencement Date (the "Initial Term"), provided that upon completion of the Business Combination, the Initial Term shall automatically be extended to the second anniversary of the effective date of the Business Combination (the "Closing Date"), and automatically renew for successive one-year terms thereafter (the "Subsequent Term" and together with the Initial Term, the "Term"), in each case, until terminated in accordance with the terms and conditions of Section 5 of this Agreement. Notwithstanding any provision of this Agreement to the contrary, Executive shall be employed on an "at-will" basis and Executive's employment may be terminated by either Party at any time, subject to the notice provisions contained herein that may apply with respect to termination of employment.

2. Title; Services and Duties.

(a) During the Term, Executive shall be employed by the Company as EVE's Co-Chief Executive Officer, and shall report to the Board of Directors of EVE (the "Board"), pursuant to the terms of this Agreement. Effective as of the Closing Date, Executive shall also serve asCo-CEO of Newco reporting to the Board of Directors of Newco.

(b) During the Term, Executive shall (i) be a full-time employee of the Company, or such other member of the Company Group as determined by the Board, (ii) have such duties, responsibilities and authority as set forth on **Exhibit B** hereto and as may reasonably be prescribed by the Board, consistent with Executive's position as Co-Chief Executive Officer and (iii) devote all of Executive's business time and best efforts to the performance of his duties to the Company Group and shall not engage in any other business, profession or occupation for compensation. Notwithstanding the foregoing, Executive may (x) serve as a director or advisor of non-profit organizations without approval of the Board and as director or advisor of for profit companies with the prior approval of the Board, which shall not be unreasonably withheld, (y) perform and participate in civic, charitable, educational, professional, community, industry affairs and other related activities, and (z) manage personal investments; provided, however, that such activities do not materially interfere, individually or in the aggregate, with the performance of his duties hereunder and do not materially breach Section 6(c) hereof. For the avoidance of doubt, effective on or prior to the Employment Commencement Date, Executive shall resign his position as a member of the Zanite Board of Directors.

(c) The principal location of Executive's employment with the Company shall be in Washington D.C., although Executive understands and agrees that any office location required by Executive in Washington D.C. shall be at Executive's sole expense and that Executive may be required to travel from time to time for business reasons including regular travel to the Company's headquarters in Melbourne, Florida.

3. Compensation.

(a) Base Salary. The Company Group shall pay Executive a base salary in an amount no less than $400,000 per annum (as in effect from time to time, the "Base Salary") during the Term, payable in accordance the Company Group's regular payroll practices as in effect from time to time. Executive will be eligible for Base Salary increases on the same terms and conditions as apply to the Company's similarly situated executives.

(b) Long Term Incentive Award. On the Closing Date, Executive shall be granted a one-time equity or equity based award of up to 260,000 shares of common stock Newco, pursuant to a long-term incentive plan to be adopted by Newco pursuant to the BCA (the "Initial Grant"). Except as otherwise provided in Section 3(b)(i) below, the Initial Grant shall vest on the second anniversary of the Closing Date, subject, except as otherwise provided in Section 5 below, to Executive's continued employment with the Company Group through such vesting date. The number of shares actually awarded to Executive in connection with the Initial Grant shall be calculated in the following manner:

(i) 100,000 fully-vested shares (the "Fully-Vested Shares") shall be awarded to Executive on the Closing Date; provided, however, during the 24-month period following the Closing Date, Executive will retain all, and will not sell or transfer any, of such shares, that such shares may also be subject to the terms and conditions set forth in a lock-up agreement to be entered into between Newco and its directors and officers generally and, to the extent the lock-up agreement does not permit the sale of shares to cover taxes, Executive shall be permitted to remit a number of shares to Newco to satisfy any tax withholding obligations;

(ii) In the event the PIPE Raise exceeds $250,000,000, zero to 120,000 shares (the "PIPE Shares") shall be awarded to Executive on the Closing Date (the amount of shares actually issued shall be based on a linear sliding scale between $250,000,000 and $400,000,000, such that 4,000 shares will be issued for each $5,000,000 and fraction thereof by which the PIPE Raise exceeds $250,000,000);

(iii) Up to 20,000 shares (the "Operating Model Shares") shall be issued to Executive on the Closing Date based on the Executive's collaboration with the EVE team on the Company's operating model, as determined by the Compensation Committee or the Board (to the extent a compensation committee has not been formed); and

(iv) Up to 20,000 shares (the "Personnel Shares") shall be issued to Executive on the Closing Date based on the Executive's recruitment of the Board and select key management positions, as determined by the Compensation Committee or the Board (to the extent a compensation committee has not been formed).

For purposes of this Agreement, "PIPE Raise" shall mean the amount of cash invested in the Company, Zanite or Newco after the Employment Commencement Date and on or prior to the Closing Date, excluding any cash contributions from Embraer (or its affiliates) or from Zanite (or its affiliates), but including cash investments from any strategic investors, PIPE investors and other investors.

(c) Performance-Based Equity Award. On the Closing Date, the Executive shall also be granted a one-time equity or equity based award of 200,000 shares of Newco common stock (the "Performance-Based Grant"). Shares earned under the Performance-Based Grant shall vest on the second anniversary of the Closing Date subject, except as provided in Section 5 below, to Executive's continued employment with the Company through such vesting date. The number of shares earned in connection with the Performance-Based Grant shall be based on the achievement of certain performance criteria and calculated in the following manner:

(i) Up to 100,000 shares (the "First Year Shares") shall be earned on the first anniversary of the Closing Date based upon performance against organizational targets as mutually agreed by Executive and the Compensation Committee or the Board (to the extent a Compensation Committee has not been formed), and any of the 100,000 shares not earned as of the first anniversary shall be forfeited; and

(ii) Up to 100,000 shares (the "Second Year Shares") shall be earned on the second anniversary of the Closing Date based upon performance against organizational targets as mutually agreed by Executive and the Compensation Committee or to the Board (to the extent a Compensation Committee has not been formed), and any of such 100,000 shares that are not earned as of the second anniversary shall be forfeited.

4. Employee Benefits.

(a) Employee Benefits and Perquisites. During the Term, Executive shall be eligible to participate in all benefit plans made available by the Company Group to its senior executives generally. Such benefits shall be subject to the applicable limitations and requirements imposed by the terms of such benefit plans and shall be governed in all respects in accordance with the terms of such plans as in effect from time to time. Nothing in this Section 4(a), however, shall require the Company or any member of the Company Group to maintain any benefit plan or provide any type or level of benefits to its current employees, including Executive.

(b) Paid Vacation. During the Term, Executive shall be entitled to not less than four weeks of paid vacation per calendar year (pro-rated for the calendar year in which the Employment Commencement Date occurs) in accordance with the terms and conditions of the Company's vacation policies as in effect from time to time.

(c) Reimbursement of Business Expenses. The Company Group shall reimburse Executive for any expenses reasonably and necessarily incurred by Executive during the Term in furtherance of Executive's duties hereunder, including travel, meals and accommodations, upon submission by Executive of vouchers or receipts and in compliance with such rules and policies relating thereto as the Company may from time to time adopt. The Company Group shall pay or reimburse Executive for Executive's costs and expenses in connection with the review, negotiation and execution of this Agreement and any agreements related hereto up to a maximum of $50,000.

(d) Indemnification and Insurance. The Company Group will indemnify Executive (including advancement of expenses in connection therewith) and hold Executive harmless in accordance with, and subject to, the terms of each Company Group member's organizational documents. The Company Group will also cover Executive under the Company Group's directors' and officers' liability insurance policies, on the same terms and conditions it covers any of its similarly situated officers and/or directors. Executive's rights under this Section 4(d) shall not be exclusive and shall be in addition to any other rights and insurance coverage to which the Executive may be entitled under (i) applicable law or (ii) any other agreement, including the BCA.

5. Termination of Employment. Executive's employment shall be terminated at the earliest to occur of the following: (i) the date on which the Company Group provides notice to Executive of termination for "Disability" (as defined below); (ii) the date of Executive's death; (iii) the date on which Executive's employment is terminated for "Cause" (as defined below); (iv) the date which is 30 days following the date on which the Company Group provides notice to Executive of termination without Cause; (v) the date which is 30 days following the date on which Executive provides notice to the Company of his voluntary resignation other than for Good Reason (as defined below); or (vi) the date on which Executive's employment terminates due to his resignation for Good Reason.

(a) For Cause; Resignation by Executive Other than for Good Reason; Deathor Disability. If during the Term Executive's employment with the Company Group is terminated by the Company for Cause or as a result of Executive's death or Disability, or Executive resigns his employment other than for Good Reason, Executive shall not be entitled to any further compensation or benefits other than, in each case if applicable as of the date of termination: (i) any accrued but unpaid Base Salary (payable as provided in Section 3(a) hereof); (ii) reimbursement for any expenses properly incurred prior to the date of termination and reported by Executive in accordance with Section 4(c) hereof, payable on the Company Group's first regularly scheduled payroll date which occurs at least 10 business days after the date of termination; and (iii) vested employee benefits, if any, to which Executive may be entitled under the Company Group's employee benefit plans described in Section 4(a) and Section 4(b) as of the date of termination, payable as provided in such employee benefit plans (collectively, the "Accrued Rights"). Notwithstanding the foregoing, if employment termination is due to death or Disability and Executive (or his estate, as applicable) executes a release of claims in the form attached as Exhibit A hereto, subject to any revisions necessary to reflect changes in applicable law occurring after the date hereof (the "Release"), Executive (or his estate, as applicable) shall be entitled to receive, (x) if such termination occurs after the equity awards have been granted and prior to vesting of the equity awards in accordance with Sections 3(b) and (c), accelerated vesting to the Severance Payment Date (or if earlier, the vesting date of the awards described inSections 3(b) and 3(c)) of (A) all shares granted under the Initial Grant, and (B) all shares granted under the Performance-Based Grant, provided, however, that if such termination occurs after the first anniversary of the Closing Date, the number of Performance-Based Shares that vest shall be equal to, provided that such Initial Grant shall be fully vested, the number of First-Year Shares that were earned as of such first anniversary plus the number of Second-Year Shares (such total number of shares determined under clause (A) and (B) the "Acceleration Shares") and (y) in the event that such termination occurs prior to the date on which such equity awards are granted and the Closing Date subsequently occurs, the Initial Grant will be made to Executive not later than the time it would otherwise be made under Section 3(b) above had Executive's employment with the Company continued through such date.

(b) Termination by the Company without Cause or Resignation for Good Reason. If during the Term Executive's employment is terminated by the Company Group without Cause or Executive resigns his employment for Good Reason, then Executive shall be entitled to receive the Accrued Rights, and if (i) Executive executes a Release and the applicable revocation period with respect to the Release expires within 30 days (or such longer period as required by law) following the date of termination and (ii) Executive does not materially breach the restrictive covenants set forth in Section 6 hereof, then Executive shall receive the following:

(i) An amount in cash equal to one times Executive's Base Salary, as in effect immediately prior to the date of termination (without regard to any reduction resulting in Good Reason) which amount shall be paid to Executive on the first regularly scheduled payroll date of the Company Group that occurs on or following the 60th day after the date of termination (the "Severance Payment Date");

(ii) Provided that Executive timely elects to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), for the 12 calendar months immediately following the end of the calendar month in which the date of termination occurs, the Company shall pay a portion of the premiums so that Executive's cost for coverage is commensurate with active employees; provided, that, if the Company determines that such payments would cause adverse tax consequences to the Company or Executive or otherwise not be permitted under the Company Group's health and welfare plans or under law, the Company shall instead provide Executive with monthly cash payments during such 12 month period in an amount equal to the amount of the Company's monthly contributions referenced above; provided, further, that such contributions shall cease to be effective as of the date that Executive obtains health and welfare benefits from a subsequent employer; and

(iii) if such termination occurs (A) prior to the date on which such equity awards are granted and the Closing Date subsequently occurs, the Initial Grant will be made to Executive not later than the time it would otherwise be made under Section 3(b) above had Executive's employment with the Company continued through such date provided that such Initial Grant shall be fully vested, or (B) if such termination occurs after the equity awards have been granted and prior to vesting of the equity awards in accordance with Section 3(b) and 3(c), accelerated vesting of the Acceleration Shares (determined and vesting as described in Section 5(a)).

(c) Definitions. For purposes of this Agreement:

(i) "Affiliate" as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities (the ownership of more than 50% of the voting securities of an entity shall for purposes of this definition be deemed to be "control"), by contract or otherwise provided that following the Closing Date no direct or indirect shareholder of Newco (including Embraer and the Company) shall be considered to be an Affiliate of Newco or its Subsidiaries.

(ii) "Cause" means (in each case, other than due to death or Disability): Executive's (A) conviction of, or pleading nolo contendere to, a felony, (B) conviction of, or pleading nolo contendere to, any crime, whether a felony or misdemeanor, involving the purchase or sale of any security, mail or wire fraud, theft, embezzlement or moral turpitude (it being understood that *de minimis* personal use or taking of office equipment, supplies and similar resources shall not constitute theft or embezzlement); (C) commission of any act involving dishonesty fraud, misrepresentation, or breach of trust, in each case that causes or is reasonably expected to result in a material injury to the Company Group; or (D) willful misconduct or gross negligence in connection with, or failure or refusal to perform, following lawful instruction by the Board or Newco Board, Executive's duties and obligations as an employee, including confidentiality and code of conduct obligations. "Cause" and the applicability of the foregoing definition shall be determined in good faith in the sole discretion of the Board. Notwithstanding the foregoing, in no event will the occurrence of any such condition constitute Cause unless (1) the Company provides notice to Executive of the existence of the condition giving rise to Cause within 30 days following the Company's knowledge of its existence and (2) if curable, Executive fails to cure such condition within 30 days following the date of such notice, upon which failure to cure Executive's employment will immediately terminate for Cause.

(iii) "Disability" means Executive becoming physically or mentally incapacitated and therefore unable for a period of 45 consecutive working days or 75 working days in any six (6) month period to perform the duties hereunder, with or without reasonable accommodations, as determined by the Board in its sole discretion. If possible, the Company will engage in an interactive process with Executive to determine whether Executive can perform the duties hereunder with reasonable accommodations.

(iv) "Good Reason" means, in each case without Executive's prior written consent, (A) a diminution in Executive's Base Salary from the amounts described in Section 3(a); (B) a material diminution in Executive's duties, responsibilities authority or an adverse change in Executive's title or role; (C) a requirement that Executive report to anyone other than as provided in Section 2(a); (D) a material breach by the Company or any member of the Company Group of this Agreement or any other agreement between the Company or any member of the Company Group with Executive (including, for the avoidance of doubt, any failure to grant the equity awards consistent with the terms set forth in this Agreement); or (E) the BCA has not been executed within 180 days of the Employment Commencement Date. Notwithstanding the foregoing, in no event will the occurrence of any such condition constitute Good Reason unless (1) Executive provides notice to the Company of the existence of the condition giving rise to Good Reason within 60 days following Executive's knowledge of its existence and (2) the Company fails to cure such condition within 30 days following the date of such notice, upon which failure to cure Executive's employment will immediately terminate with Good Reason.

(v) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

6. Restrictive Covenants.

(a) Acknowledgment. Executive agrees and acknowledges that, in the course of Executive's employment, Executive shall acquire access to and become acquainted with information about the Company Group that is non-public, confidential or proprietary in nature. Executive acknowledges that the EVE is engaged throughout the world in a highly competitive business and the success of the EVE in the marketplace depends upon its goodwill and reputation, and that Executive has developed and shall continue to develop such goodwill and reputation through substantial investment by the EVE. Executive agrees and acknowledges that reasonable limits on Executive's ability to engage in activities competitive with the EVE are warranted to protect its substantial investment in developing and maintaining its status in the marketplace, reputation and goodwill. Executive recognizes that in order to guard the legitimate interests of the EVE, it is necessary for it to protect all "Confidential Information" (as defined below) and the disclosure of Confidential Information would place the EVE at a competitive disadvantage. Executive further agrees that Executive's obligations under this Section 6 are reasonable and shall be absolute and unconditional.

(b) Confidential Information. During Executive's employment and at all times following Executive's termination of employment for any reason, Executive shall hold in a fiduciary capacity for the benefit of the Company Group all non-public information, matters and materials of the Company Group, including, without limitation, know-how, trade secrets, customer lists, pricing policies, operational methods, information relating to products, processes, customers, services and other business and financial affairs, and information as to customers or other third parties (collectively, the "Confidential Information"), in each case to which Executive has had or may have access and shall not, subject to Section 6(h), below, directly or indirectly, use or disclose such Confidential Information to any Person other than (i) to the extent required or deemed advisable by Executive in good faith in the course of Executive's employment or as otherwise expressly required in connection with court process or requested by a governmental or regulatory body, (ii) as may be permitted pursuant to Section 6(h) or (iii) to Executive's personal advisers for purposes of enforcing or interpreting this Agreement (or in the case of any other litigation between Executive and the Company Group), or to a court or arbitrator for the purpose of enforcing or interpreting this Agreement (or in the case of any other litigation between Executive and the Company Group), and who in each case have been informed as to the confidential nature of such Confidential Information and, as to advisers, their obligation to keep such Confidential Information confidential. Notwithstanding the foregoing, "Confidential Information" shall not include any information which is in the public or industry domain during Executive's employment or becomes publicly known or made generally available at any time through no wrongful act of Executive. For the avoidance of doubt, information regarding EVE's clients obtained by Executive prior to the Employment Commencement Date, and his knowledge of methods, processes, techniques and best practices in general use in the private markets industry (collectively, "Existing and General Information") shall not constitute "Confidential Information" or trade secrets of EVE for any purpose under this Agreement or applicable law. Upon the termination of Executive's employment for any reason or upon the request of the Company at any time, Executive shall deliver to the Company all documents, papers and records (including, but not limited to, electronic media) in Executive's possession or subject to Executive's control that (x) belong to the Company Group or (y) contain or reflect any Confidential Information concerning the Company Group; provided, that Executive may retain personal and business contact information and records relating to Executive's compensation. To the extent such documents, papers and records are stored or maintained on any personal computer, email, cloud account, or other storage device and cannot be returned to the Company in their entirety, Executive agrees to permanently delete such materials upon the instruction of the Company.

(c) Non-Competition and Non-Solicitation. During Executive's employment and for a period of 12 months after Executive's employment ends for any reason, Executive will not, whether for Executive's own account or for any other Person, directly or indirectly, with or without compensation:

(i) Own, operate, manage, or control, serve as an officer, director, partner, employee, agent, consultant, advisor or developer or in any similar capacity to, or have any financial interest in, or aid or assist anyone else in the conduct of any Competitive Business. For purposes of this Agreement, "Competitive Business" means any Person which engages, or is preparing to engage, in the research, design, development, testing, engineering, licensing, certification, manufacturing, procurement, assembling, packaging, sales support and after-sales support of, marketing, promotion, advertising, qualification, distribution, importation, fulfillment, offering, sale, deployment, delivery, provision, exploitation, configuration, installation, integration, analysis, support, maintenance, repair, service and other commercialization of or provision of services with respect to eVTOL and related products and services and the UATM for the UAM market; or (ii) any product line of or service offered by the Company or any member of the Company Group with respect to which Executive had direct or indirect involvement, or about which Executive received or had access to Confidential Information, in each case, anywhere in the world;

(ii) Solicit, divert, take away or attempt to solicit, divert or take away any of the customers, prospective customers or suppliers or any other business contacts of the Company or any member of the Company Group with whom Executive first had direct or indirect contact, or about whom Executive received or had access to Confidential Information, during Executive's employment with the Company Group; or

(iii) Solicit, retain, knowingly hire, knowingly offer to hire, entice away or in any manner persuade or attempt to persuade any officer, employee or agent of the Company or any member of the Company Group who was employed, engaged or recruited within the last 12 months of Executive's employment with the Company Group to discontinue his relationship with the Company Group.

Non-targeted, general, solicitations to the public shall be deemed not to breach this Section 6. Notwithstanding the foregoing, nothing in Section 6(c) will prohibit Executive from (i) acquiring or passive ownership of not more than two percent (2%) of any class of securities of any company or (ii) being employed by, otherwise providing services to, or owning any interest in a Person that would otherwise be considered a Competitive Business, provided that Executive's employment with or other service to such Person is not related (other than in immaterial respects) to the business of such Person that is a Competitive Business (it being understood that Executive shall be required to provide the Company Group with reasonable details of such position, including with respect to duties and responsibilities).

(d) Intellectual Property. All copyrights, trademarks, trade names, servicemarks, patents, trade secrets, ideas (whether or not protectible under trade secret laws), inventions, concepts, processes, methods, techniques and other intangible or intellectual property rights that are invented, conceived, developed, created, enhanced or reduced to practice by Executive (whether solely or jointly with others) during Executive's employment with the Company Group (whether prior to or after the Effective Date) ("Company Inventions") shall be the sole property of EVE. Executive hereby irrevocably assigns to EVE all of Executive's right, title and interest in and to the Company Inventions and waives any right or interest that Executive may otherwise have in respect of any Company Inventions. Executive shall promptly disclose and describe to the Company Group all Company Inventions. Upon request of the Company Group, Executive shall execute, acknowledge and deliver any assignment or other instrument or document reasonably necessary or appropriate to give effect to this Section 6(d) and do all other acts and things reasonably necessary, at the Company Group's expense, to enable the Company or its applicable Affiliate, as the case may be, to exploit the same or to obtain or perfect their rights with respect thereto.

(e) Compliance with Obligations. Executive represents and covenants that (i) Executive has made the Company Group aware of any contract or other arrangement with any present or past employer that restricts Executive's ability to be employed by and/or solicit clients, investors, employees or other third parties on behalf of the Company Group; (ii) Executive has not disclosed to the Company Group any information with respect to which Executive owes any

obligation of confidentiality or non-use to any present or past employer or other third party; (iii) Executive has fully complied with Executive's contractual and common law obligations to all present and past employers and persons to whom Employee has provided services; and (iv) Executive's execution of this Agreement and employment by the Company Group does not require Executive to violate, and Executive has not violated and will not violate, any such obligation. Executive represents and covenants that Employee will be bound by and comply with the policies, procedures and practices of the Company Group in effect from time to time during Executive's employment with the Company Group.

(f) Modification. The parties agree and acknowledge that the duration, scope and geographic area of the covenants described in this Section 6 are fair, reasonable and necessary in order to protect the goodwill and other legitimate interests of the Company Group, that adequate consideration has been received by Executive for such obligations, and that these obligations do not prevent Executive from earning a livelihood. If, however, for any reason any arbitrator or court of competent jurisdiction determines that the restrictions in this Section 6 are not reasonable, that consideration is inadequate or that Executive has been prevented unlawfully from earning a livelihood, such restrictions shall be interpreted, modified or rewritten to include as much of the duration, scope and geographic area identified in this Section 6 as shall render such restrictions valid and enforceable.

(g) Remedies for Breach. The Parties agree that the restrictive covenants contained in this Agreement are severable and separate, and the unenforceability of any specific covenant herein shall not affect the validity of any other covenant set forth herein. Executive acknowledges that the Company Group shall suffer irreparable harm as a result of a material breach of such restrictive covenants by Executive for which an adequate monetary remedy does not exist and a remedy at law may prove to be inadequate. Accordingly, in the event of any actual or threatened material breach by Executive of any provision of this Section 6, the Company shall, in addition to any other remedies permitted by law, be entitled to seek to obtain remedies in equity, including, without limitation, specific performance, injunctive relief, a temporary restraining order, and/or a permanent injunction in any court of competent jurisdiction in aid of arbitration (each, an "Equitable Remedy"), to prevent or otherwise restrain a material breach of this Section 6, without the necessity of proving damages, posting a bond or other security. Such relief shall be in addition to and not in substitution of any other remedies available to the Company. The existence of any claim or cause of action of Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of said covenants.

(h) Permitted Disclosures. Pursuant to 18 U.S.C. §1833(b), Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of the Company Group that (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to Executive's attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Executive files a lawsuit for retaliation by the Company Group for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney and use the trade secret information in the court proceeding, if Executive (1) files any document containing the trade secret under seal, and (2) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended

to conflict with 18 U.S.C. §1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section. Further, nothing in any agreement Executive has with the Company Group shall prohibit or restrict Executive from making any voluntary disclosure of information or documents related to any violation of law to any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Company.

7. Assignment. This Agreement, and all of the terms and conditions hereof, shall bind the Company and its successors and assigns and shall bind Executive and Executive's heirs, executors and administrators. No transfer or assignment of this Agreement shall release the Company from any obligation to Executive hereunder incurred prior to such assignment. Neither this Agreement, nor any of the Company's rights or obligations hereunder, may be assigned or otherwise subject to hypothecation by Executive, and any such attempted assignment or hypothecation shall be null and void. The Company may assign any of its rights hereunder, in whole or in part, to (i) any successor or assign in connection with the sale of all or substantially all of the Company's assets or equity interests or in connection with any merger, acquisition and/or reorganization or (ii) to EVE on or prior to the Closing Date or (iii) to Newco on or following the Closing Date.

8. Arbitration.

(a) Except as otherwise set forth in Section 6 of this Agreement, the Company and Executive mutually consent to the resolution by final and binding arbitration of any and all disputes, controversies or claims between them including, without limitation, (i) any dispute, controversy or claim related in any way to Executive's employment with the Company or any termination thereof, (ii) any dispute, controversy or claim of alleged discrimination, harassment or retaliation (including, but not limited to, claims based on race, sex, sexual preference, religion, national origin, age, marital or family status, medical condition, handicap or disability) and (iii) any claim arising out of or relating to this Agreement or the breach thereof (collectively, "Disputes"); provided, however, that nothing herein shall require arbitration of any claim or charge which, by law, cannot be the subject of a compulsory arbitration agreement. All Disputes shall be resolved exclusively by arbitration administered by the Judicial Arbitration and Mediation Services ("JAMS") under the JAMS Comprehensive Arbitration Rules & Procedures then in effect, available at www.jamsadr.com (the "JAMS Rules").

(b) Any arbitration proceeding brought under this Agreement shall be conducted in Melbourne, Florida, or another mutually agreed upon location before one arbitrator selected in accordance with the JAMS Rules. The Company will pay for any administrative or hearing fees charged by the arbitrator or JAMS, except that Executive shall pay any filing fees associated with any arbitration that Executive initiatives (but only so much of the filing fees as Executive would have instead paid, had Executive filed a complaint in a court of law). Each party to any Dispute shall pay its own expenses, including attorneys' fees; provided, that, the arbitrator shall award the prevailing party reasonable costs and attorneys' fees incurred but shall not be able to award any special or punitive damages. The arbitrator shall issue a decision or award in writing, stating the essential findings of fact and conclusions of law.

(c) Any judgment on or enforcement of any award, including an award providing for interim or permanent injunctive relief, rendered by the arbitrator may be entered, enforced or appealed from in any court of competent jurisdiction. Any arbitration proceedings, decision or award rendered hereunder, and the validity, effect and interpretation of this arbitration provision, shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq.

(d) It is part of the essence of this Agreement that any Disputes hereunder shall be resolved expeditiously and as confidentially as possible. Accordingly, the Company and Executive agree that all proceedings in any arbitration shall be conducted under seal and kept strictly confidential. In that regard, no party shall use, disclose or permit the disclosure of any information, evidence or documents produced by any other party in the arbitration proceedings or about the existence, contents or results of the proceedings except as may be required by any legal process, as required in an action in aid of arbitration or for enforcement of or appeal from an arbitral award or as may be permitted by the arbitrator for the preparation and conduct of the arbitration proceedings. Before making any disclosure permitted by the preceding sentence, the party intending to make such disclosure shall give the other party reasonable written notice of the intended disclosure and afford such other party a reasonable opportunity to protect its interests.

_____ By initialing here, Executive acknowledges he or she has read this paragraph and agrees with the arbitration provision herein

9. General.

(a) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail; or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9(a)):

To the Company:

To Executive:

At the address shown in the Company's personnel records.

(b) Entire Agreement. This Agreement (including any Exhibits hereto) constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and, effective as of the Effective Date, supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

(c) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(d) Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by all of the parties hereto. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

(f) Survivorship. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement, including without limitation, the provisions of Section 6 hereof.

(g) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(h) Construction. The parties acknowledge that this Agreement is the result of arm's-length negotiations between sophisticated parties, each afforded representation by legal counsel. Each and every provision of this Agreement shall be construed as though both parties participated equally in the drafting of the same, and any rule of construction that a document shall be construed against the drafting party shall not be applicable to this Agreement.

(i) Withholding. All compensation payable to Executive pursuant to this Agreement shall be subject to any applicable statutory withholding taxes and such other taxes as are required or permitted under applicable law and such other deductions or withholdings as authorized by Executive to be collected with respect to compensation paid to Executive.

(j) Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Code, to the extent subject thereto, and accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance therewith. Notwithstanding anything contained herein to the contrary, Executive shall not be considered to have terminated employment with the Company for purposes of any payments under this Agreement which are subject to Section 409A of the Code until Executive would be considered to have incurred a "separation from service" from the Company Group within the meaning of Section 409A of the Code. Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between Executive and the Company Group during the six-month period immediately following Executive's separation from service shall instead be paid on the first business day after the date that is six months following Executive's separation from service (or, if earlier, Executive's date of death). To the extent required to avoid an accelerated or additional tax under Section 409A

of the Code, amounts reimbursable to Executive under this Agreement shall be paid to Executive on or before the last day of the year following the year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in kind benefits provided to Executive) during one year may not affect amounts reimbursable or provided in any subsequent year. The Company makes no representation that any or all of the payments described in this Agreement shall be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment.

(k) 280G Payments. In the event that any payment or benefit received or to be received by Executive, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement (all such payments and benefits being hereinafter referred to as the "Total Payments") would be subject, in whole or in part, to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then the Total Payments will be reduced (in a manner complying with Code Section 409A), but only to the extent that Executive would retain a greater amount on an after-tax basis than Executive would retain absent such reduction, such that the value of the Total Payments that Executive is entitled to receive will be $1 less than the maximum amount which Executive may receive without becoming subject to the Excise Tax.

(l) No Mitigation. The Company agrees that, upon termination of Executive's employment hereunder, Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to Executive by the Company Group under this Agreement or otherwise. Further, no payment or benefit provided for in this Agreement or elsewhere shall be reduced by any compensation earned by Executive as the result of employment by another employer.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. Executive Representation and Acceptance. By signing this Agreement, Executive hereby represents that Executive is not currently under any contractual obligation to work for another employer (other than as a board member of Zanite) and that Executive is not restricted by any agreement or arrangement from entering into this Agreement and performing Executive's duties hereunder.

11. Effect of Proposed Business Combination. It is the intent of the Parties to complete the possible Business Combination and for Executive to serve as Co-CEO of Newco. As a result, the Parties shall take actions consistent with this intent including, but not limited to, Embraer causing the BCA to provide, or to cause Newco to provide, that Newco shall assume and fully perform this Agreement.

[Remainder of page is left blank intentionally]

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND THEREBY, the parties hereto have executed and delivered this Agreement as of the year and date first above written.

Embraer Aircraft Holding, Inc.

By: /s/ Carlos Alberto Griner
Name: Carlos Alberto Griner
Title: Attorney-in-fact
Date: 9/14/2021

Solely with respect to Section 11:

Embraer S.A.

By: /s/ Victor Pazzini Costa
Name: Victor Pazzini Costa
Title: Attorney-in-fact
Date: 9/14/2021

EXECUTIVE

/s/ Gerard J. DeMuro
Gerard J. DeMuro
Date: 9/14/2021

Exhibit A

[*Intentionally omitted*]

Exhibit B

[*Intentionally omitted*]

Exhibit 16.1

May 13, 2022

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

Commissioners:

We have read the statements made by UAM Business of Embraer, which we understand will be filed with the Securities and Exchange Commission, pursuant to Item 4.01(a) of Form 8-K of Eve Holdings, Inc. dated May 13, 2022. We agree with the statements concerning our Firm contained therein.

Very truly yours,

/s/ PricewaterhouseCoopers LLP
Hallandale, FL
United States

Exhibit 16.2

May 13, 2022

Office of the Chief Accountant

Securities and Exchange Commission

100 F Street, NE

Washington, D.C. 20549

Ladies and Gentlemen:

We have read the statements of EVE Holding, Inc. (the "Company") included under Item 4.01(a) of its Form8-K dated May 9, 2022, and we agree with such statements, except that we are not in a position to agree or disagree with the Company's statements that the audit committee of the Board approved the engagement of KPMG LLP ("KPMG") as the Company's independent registered public accounting firm to audit the Company and its Subsidiaries consolidated financial statements as of and for the year ended December 31, 2022.

/s/ WithumSmith+Brown, PC

New York, New York

cc: Sergio Pedreiro
Chairman of the Audit Committee of the Board of Directors
EVE Holding, Inc.

Exhibit 21.1

SUBSIDIARIES OF EVE HOLDING, INC.

Name of Subsidiary	Jurisdiction of Organization
EVE UAM, LLC	Delaware
EVE Soluções de Mobilidade Aérea Urbana Ltda.	Brazil

Exhibit 99.1

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

Capitalized terms used and not defined herein or in the Current Report on Form 8-K to which this Exhibit 99.1 relates (this "Current Report on Form 8-K") have the meanings given to them in the Proxy Statement.

The following discussion and analysis provide information that Eve's management believes is relevant to an assessment and understanding of Eve's consolidated results of operations and financial condition. The discussion should be read together with the historical audited annual statements for the years ended December 31, 2021 and 2020, and the related notes that are included elsewhere in this Current Report on Form 8-K and the unaudited interim statements for the three months ended March 31, 2022 and 2021, and the related notes that are included elsewhere in this Current Report on Form 8-K. The discussion and analysis should also be read together with the pro forma financial information as of and for the year ended December 31, 2021 and for the three months ended March 31, 2022, which is available elsewhere in this Current Report on Form 8-K. See "Unaudited Pro Forma Condensed Consolidated Financial Information." This discussion may contain forward-looking statements based upon current expectations that involve risks and uncertainties. The Company's actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" or in other parts of this Current Report on Form 8-K.

Overview

The UAM Business that has been contributed to Eve as part of the Pre-Closing Restructuring has been incubated for nearly five years within EmbraerX, a business unit of Embraer. In April 2021, Embraer formed Eve Urban Air Mobility Solutions, Inc. a Delaware corporation, which was later converted into a limited liability company, and renamed EVE UAM, LLC, for purposes of conducting the UAM Business as an independent company.

Eve's goal is to be a leading company in the UAM market by taking a holistic approach to developing a UAM solution that includes: the design and production of eVTOLs; a portfolio of maintenance and support services focused on Eve's and third-party eVTOLs; fleet operations services conducted in collaboration with partners; and a new UATM system designed to allow eVTOLs to operate safely and efficiently in dense urban airspace alongside conventional aircraft and drones. Eve's mission is to bring affordable air transportation to all passengers, improve quality of life, unleash economic productivity, save passengers time and reduce global carbon emissions. Eve plans to leverage its strategic relationship with Embraer to de-risk and accelerate its development plans, while saving costs by utilizing Embraer's extensive resources.

Eve's Business Model

Eve plans to fuel the development of the UAM ecosystem by providing a complete portfolio of UAM solutions across four primary offerings:

eVTOL Production and Design. Eve is designing and certifying an eVTOL purpose-built for urban air mobility missions. Eve plans to market its eVTOLs globally to operators of UAM services, including fixed wing and helicopter operators, as well as lessors that purchase and manage aircraft on behalf of operators.

Service and Support. Eve plans to offer a full suite of eVTOL service and support capabilities, including material services, maintenance, technical support, training, ground handling and data services. Its services will be offered to UAM fleet operators on an agnostic basis – supporting both its own eVTOL and those produced by third-parties.

Fleet Operations. Eve plans to build a fleet operations business in collaboration with selected partners. Eve plans to establish revenue and risk sharing partnerships that will allow it to scale its fleet operations in a capital efficient manner and grow rapidly in a partner-by-partner manner.

Urban Air Traffic Management. Eve is developing a next-generation UATM system to enable eVTOLs to operate safely and efficiently in dense urban airspace along with conventional fixed wing and rotary aircraft and unmanned drones. Eve expects to offer its UATM solution primarily as a subscription software offering to customers that include air navigation service providers, fleet operators and vertiport operators.

To date, Eve has not generated any revenue, as it continues to develop its eVTOL vehicles and other UAM solutions. As a result, Eve will require substantial additional capital to develop products and fund operations for the foreseeable future. Until Eve can generate any revenue from product sales and services, it expects to finance operations through a combination of existing cash on hand, public offerings, private placements and debt financings. The amount and timing of future funding requirements will depend on many factors, including the pace and results of development efforts.

Recent Developments - Business Combination with Zanite

On December 10, 2021, as contemplated by the terms of the Business Combination Agreement and pursuant to the terms of the Contribution Agreement, (i) Embraer transferred certain assets and liabilities of the UAM Business to Eve or one of its subsidiaries in exchange for newly issued Eve Interests and (ii) Embraer then transferred all of the Eve Interests held by it to EAH in exchange for newly issued shares of EAH common stock and EAH preferred stock. On December 13, 2021, as contemplated by the terms of the Business Combination Agreement, Embraer sold such shares of EAH preferred stock to the Unaffiliated Investor for an aggregate purchase price of $9,973,750. For tax purposes, the transfer of the Eve Interests to EAH is intended to be integrated with the sale of EAH non-voting preferred stock and, accordingly, the transfer of the Eve Interests to EAH is intended to be treated as a taxable disposition described in Section 1001 of the Code.

On May 9, 2022, in accordance with the Business Combination Agreement, the closing of the business combination (the "Closing") occurred, pursuant to which Zanite issued 220,000,000 shares of Class A common stock to EAH in exchange for the transfer by EAH to Zanite of all of the issued and outstanding limited liability company interests of Eve. As a result of the business combination, Eve is now a wholly-owned subsidiary of Zanite, which has changed its name to "Eve Holding, Inc." Upon the Closing, the Company received approximately $377.0 in gross cash proceeds, consisting of approximately $19.7 million from the Zanite trust account and $357.3 million from the PIPE Investment.

Other Key Agreements

In connection with the Pre-Closing Restructuring (which was effected on December 10, 2021), Eve has entered into a Master Services Agreement with Embraer, a Master Services Agreement with Atech, a Services Agreement with the Brazilian Subsidiary, a Shared Services Agreement with Embraer, EAH and the Brazilian Subsidiary. Pursuant to the MSAs with Embraer and Atech, each of Embraer and Atech, either directly or through their respective affiliates, will provide certain services and products to Eve and its subsidiaries, including, among others, product development of eVTOL, services development, parts planning, technical support, AOG support, MRO planning, training, special programs, technical publications development, technical publications management and distribution, operation, engineering, designing and administrative services and in the future eVTOL manufacturing services. Eve expects to collaborate with Embraer and leverage Embraer's expertise as an aircraft producer, which will help it design and manufacture eVTOLs with low maintenance and operational costs and design systems and processes for maintenance, develop pilot training programs and establish operations. The services provided under the Shared Services Agreement include, among others, corporate and administrative services to Eve. In addition, Eve has also entered into the Data Access Agreement with Embraer and the Brazilian subsidiary, pursuant to which, among other things, Embraer has agreed to provide the Brazilian Subsidiary with access to certain of its intellectual property and proprietary information in order to facilitate the execution of the specific activities that are set out in certain of the statements of work entered into pursuant to the Services Agreements.

As of the Closing, the aforementioned services agreements continue to be in full force and effect. Further information about such agreements is set forth beginning on page 123 of the Proxy Statement in the section entitled "*The Business Combination Proposal — Ancillary Agreements — Services Agreements*," and that information is incorporated herein by reference.

The foregoing descriptions of the services agreements is not complete and is subject to and qualified in its entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 10.7, 10.8, 10.9, 10.10 and 10.11 hereto and the terms of which are incorporated by reference herein.

Key Factors Affecting Operating Results

For further discussion on the risks attendant to the Key Factors Affecting Operating Results, see the sections entitled "Cautionary Statement Regarding Forward-Looking Statements" and "Risk Factors" in this Current Report on Form 8-K.

Brazilian Economic Environment

The Brazilian government has frequently intervened in the Brazilian economy and occasionally made drastic changes in policy and regulations. The Brazilian government's actions to control inflation and affect other policies and regulations have often involved, among other measures, increases in interest rates, changes in tax policies and incentives, price controls, currency devaluations, capital controls and limits on imports. Changes in Brazil's monetary, credit, tariff and other policies could adversely affect our business, as could inflation, currency and interest-rate fluctuations, social instability and other political, economic or diplomatic developments in Brazil, as well as the Brazilian government's response to these developments.

Rapid changes in Brazilian political and economic conditions that have occurred and may occur require continued assessment of the risks associated with our activities and the adjustment of our business and operating strategy accordingly. Developments in Brazilian government policies, including changes in the current policy and incentives adopted for financing exports of Brazilian goods, or in the Brazilian economy, over which we have no control, may have a material adverse effect on our business.

The following table shows data for real GDP growth, inflation, interest rates and the U.S. dollar exchange rate for and as of the periods indicated.

	Three Months Ended March 31,	
	2022	2021
Real GDP growth (contraction)(1)	N/A*	(3.50)%
Inflation (IGP-M)(2)	5.49%	8.26%
Inflation (IGP-DI)(2)	6.00%	7.99%
Inflation (IPCA)(3)	11.30%	6.10%
CDI(4)	6.44%	2.22%
TJLP(5)	0.42%	0.36%
SELIC Rate	11.65%	2.65%
Appreciation (depreciation) of the real against the U.S. dollar	(16.84)%	9.59%
Exchange rate (R$ per US$1.00) at the end of the period	4.7378	5.6973

Sources: FGV, IBGE, Central Bank and Economática.

(1) As presented by the Central Bank.
(2) Accumulated for the three months ended March 31, 2022 and 2021. Inflation (IGP-M) is the general market price index measured by the FGV while IGP-DI is a price index measured by the FGV with respect to prices that directly affect the economic activity of the country, except exports.

(3) Accumulated for the three months ended March 31, 2022 and 2021. Inflation (IPCA) is a broad consumer price index measured by the IBGE. IPCA is the reference index for the Central Bank inflation-targeting system for the country (which means that it is the official inflation measure of the country) and relates to retail trade prices and household expenditures.
(4) Accumulated for the three months ended March 31, 2022 and 2021. The interbank deposit certificate (*Certificado de Depósito Interbancário*), or CDI, rate is an average of interbank overnight rates in Brazil.
(5) Accumulated for the three months ended March 31, 2022 and 2021. TJLP is the Brazilian long term interest rate.
* Actual Index not available.

Inflation and exchange rate variations have had, and may continue to have, substantial effects on our financial condition and results of operations.

Inflation and exchange rate variations affect our monetary assets and liabilities denominated in Brazilian reais. The value of these assets and liabilities as expressed in U.S. dollars declines when the real devalues against the U.S. dollar and increases when the real appreciates. In periods of devaluation of the real, we report (i) a remeasurement loss on real-denominated monetary assets and (ii) a remeasurement gain on real-denominated monetary liabilities. For additional information on the effects of exchange rate variations on our financial condition and results of operations, see the section entitled "—Quantitative and Qualitative Disclosures about Market Risk."

Development of the Urban Air Mobility market

Our revenue will be directly tied to the continued development and sale of eVTOL and related services. While we believe the market for UAM will be large, it remains undeveloped and there is no guarantee of future demand. We anticipate commercialization of our eVTOL services-and-support business beginning in 2023, followed by the commercialization and initial revenue generation from the sale of our eVTOLs beginning in 2026, and our business will require significant investment leading up to launching passenger services, including, but not limited to, final engineering designs, prototyping and testing, manufacturing, software development, certification, pilot training and commercialization.

We believe one of the primary drivers for adoption of our UAM services is the value proposition and time savings offered by aerial mobility relative to traditional ground-based transportation. Additional factors impacting the pace of adoption of our UAM services include but are not limited to: perceptions about eVTOL quality, safety, performance and cost; perceptions about the limited range over which eVTOL may be flown on a single battery charge; volatility in the cost of oil and gasoline; availability of competing forms of transportation, such as ground or air taxi or ride-hailing services; the development of adequate infrastructure; consumers' perception about the convenience and cost of transportation using eVTOL relative to ground-based alternatives; and increases in fuel efficiency, autonomy, or electrification of cars. In addition, macroeconomic factors could impact demand for UAM services, particularly if end-user pricing is at a premium to ground-based transportation alternatives or more permanent work-from-home behaviors persist following the COVID pandemic. We anticipate initial operations in selected high-density metropolitan areas where traffic congestion is particularly acute and operating conditions are suitable for early eVTOL operations. If the market for UAM does not develop as expected, this would impact our ability to generate revenue or grow our business.

Competition

We believe that our primary sources of competition are focused UAM developers and established aerospace and automotive companies developing UAM businesses. In addition, we are likely to face competition in our specific business segments from fleet operators that do not partner with us, aviation companies that have built extensive aircraft service and support networks, and potentially providers of Unmanned Traffic Management

systems if those systems are enhanced to higher levels of safety to support manned flight operations. We expect the UAM industry to be dynamic and increasingly competitive; our competitors could get to market before us, either generally or in specific markets. Even if we are first to market, we may not fully realize the benefits we anticipate, and we may not receive any competitive advantage or may be overcome by other competitors. If new companies or existing aerospace or automotive companies launch competing solutions in the markets in which we intend to operate and obtain large-scale capital investment, we may face increased competition. Additionally, our competitors may benefit from our efforts in developing consumer and community acceptance for UAM products and services, making it easier for them to obtain the permits and authorizations required to operate UAM services. In the event we do not capture a first mover advantage, or our current or future competitors overcome our advantages, our business, financial condition, operating results and prospects would be harmed.

Government Certification

We plan to obtain authorizations and certifications for our eVTOL with the ANAC, FAA and EASA initially, and will seek certifications from other aviation authorities as necessary. We will also need to obtain authorizations and certifications related to the production of our aircraft and the deployment of our related services. While we anticipate being able to meet the requirements of such authorizations and certifications, we may be unable to obtain such authorizations and certifications, or to do so on the timeline we project. Should we fail to obtain any of the required authorizations or certifications, or do so in a timely manner, or any of these authorizations or certifications are modified, suspended or revoked after we obtain them, we may be unable to launch our commercial service or do so on the timelines we project, which would have adverse effects on our business, prospects, financial condition and/or results of operations.

Initial Business Development Engagement

Since its founding, Eve has been engaged in multiple market and business development projects around the world. Examples of this include two concepts of operation (CONOPS) with Airservices Australia as well as with the United Kingdom Civil Aviation Authority. Both of these market and business development initiatives demonstrated Eve's ability to create new procedures and frameworks designed to enable the safe scalability of Urban Air Mobility together with our partners. Using these initiatives as a guide, Eve has launched CONOPS in Rio de Janeiro, Miami and Japan, and hopes to launch additional concepts of operation in the United States, Brazil and around the world.

In addition to our market development initiatives, Eve has signednon-binding letters of intent to sell over 1,825 of our eVTOL aircraft, and we continue to seek additional opportunities for sales partnerships. In addition to these deals, Eve has been actively involved in the UAM ecosystem development by signing Memorandums of Understanding (MOUs) with more than 25 market-leading partners in segments spanning infrastructure, operations, platforms, utilities and others. In the future, we plan to focus on implementation and ecosystem readiness with our existing partners while continuing to seek UATM and support-services partnerships in order to complement our business-model and drive growth.

Impact of COVID-19

The outbreak of the novel coronavirus, known asCOVID-19, was first identified in December 2019 in Wuhan, China, and has since spread globally. The COVID-19 outbreak has compelled governments around the world to adopt measures to contain the spread ofCOVID-19 by means such as lockdowns of cities, restrictions on travel and public transportation, business and store closures, and emergency quarantines, among others, and responses by businesses and individuals to reduce the risk of exposure to infection, including reduced travel, cancellation of meetings and events, and implementation of work-at-home policies, among others, which has caused significant disruptions to the global economy and normal business operations across a growing list of sectors and countries.

Eve has been monitoring the COVID-19 pandemic situation and its impacts on Eve's employees, operations, the global economy, the supply and the demand for Eve's products and services. Through Embraer, Eve has access to contingency plans to act as quickly as necessary as the current situation unfolds.

Since the beginning of the COVID-19 pandemic, Embraer has been engaging in several initiatives supporting the health and safety of Eve employees. Eve's operations were interrupted for a certain period in order to adapt industrial facilities in relation to health and safety measures. Social distancing measures were taken, as well as the implementation of working from home for a certain group of Eve employees. Furthermore, several measures to preserve jobs were taken, including reductions in working hours and pay cuts, collective vacations and temporary furloughs.

The full impact of the COVID-19 pandemic continues to evolve as of the date of this Current Report on Form 8-K, including with respect to the impact of novel viral variants that currently exist, and which may continue to develop. As such, it is uncertain as to the full magnitude that the pandemic will have on the UAM Business and Eve's financial condition, liquidity, and future results of operations. Management is actively monitoring the situation on its financial condition, liquidity, operations, suppliers, industry, and workforce.

Fully-Integrated Business Model

Eve's business model to serve as a fully-integrated eVTOL transportation solution provider is uncertain. Present projections indicate that payback periods on eVTOL aircraft will result in a viable business model over the long-term as production volumes scale and unit economics improve to support sufficient market adoption. As with any new industry and business model, numerous risks and uncertainties exist. Our financial results are dependent on certifying and delivering eVTOL on time and at a cost that supports returns at prices that sufficient numbers of customers are willing to pay based on value arising from time and efficiency savings from utilizing eVTOL services. Our aircraft include numerous parts and manufacturing processes unique to eVTOL aircraft, in general, and our product design, in particular. Best efforts have been made to estimate costs in our planning projections; however, the variable cost associated with assembling our aircraft at scale remains uncertain at this stage of development. The success of our business also is dependent, in part, on the utilization rate of our aircraft and reductions in utilization will adversely impact our financial performance. Our aircraft may not be able to fly safely in poor weather conditions, including snowstorms, thunderstorms, lightning, hail, known icing conditions and/or fog. Our inability to operate safely in these conditions will reduce our aircraft utilization and cause delays and disruptions in our services. We intend to maintain a high daily aircraft utilization rate which is the amount of time our aircraft spend in the air carrying passengers. High daily aircraft utilization is achieved in part by reducing turnaround times at vertiports so we can fly more hours on average in a day. Aircraft utilization is reduced by delays and cancellations from various factors, many of which are beyond our control, including adverse weather conditions, security requirements, air traffic congestion and unscheduled maintenance events.

Components of Results of Operations

Revenue

Eve is a development stage company and has not generated any revenue and has incurred operating losses since inception. We do not expect to generate relevant revenue from eVTOL sales unless and until we obtain regulatory approval of and commercialize our first eVTOL. Projected revenue in 2024 and 2025 is comprised of fleet operations, service and support and UATM. These eVTOL-related revenue sources are not solely dependent on Eve aircraft, which are not expected to begin production until 2025 and generate revenue until 2026. Our ability to generate revenue sufficient to achieve profitability will depend heavily on the successful development and eventual commercialization of our eVTOL.

Operating Expenses

Research and Development Expenses

Research and development activities represent a significant part of Eve's business. Eve's research and development efforts focus on the design and development of eVTOLs, the development of services and operations for its vehicles and those operated by third-parties, as well as the development of a UATM software platform.

Research and development expenses consist of personnel-related costs (including salaries, bonuses, benefits, and stock-based compensation) for the Eve's employees focused on research and development activities, and costs of consulting, equipment and materials, as well as other related costs, depreciation and amortization and an allocation of Eve's general overhead, including rent, information technology costs and utilities. Eve expects research and development expenses to increase significantly as it increases staffing to support eVTOL aircraft engineering and software development, builds aircraft prototypes, progresses towards the launch of its first eVTOL aircraft and continues to explore and develop next generation aircraft and technologies.

Eve cannot determine with certainty the timing or duration of, or the completion costs of its eVTOL aircraft due to the inherently unpredictable nature of its research and development activities. Development timelines, the probability of success and development costs can differ materially from expectations.

General and Administrative

General and administrative expenses consist primarily of personnel-related costs, (including salaries, bonuses, benefits, and stock-based compensation) for employees associated with administrative services such as executive management, legal, human resources, information technology, accounting and finance. These expenses also include certain third-party consulting services, including business development, contractor and professional services fees, audit and compliance expenses, certain insurance costs, certain facilities costs, and any corporate overhead costs not allocated to other expense categories, including allocated depreciation, rent, information technology costs and utilities. General and administrative expenses have increased in absolute dollars as Eve ramped up operations in preparation of becoming a public company, which is required to comply with the applicable provisions of the Sarbanes-Oxley Act ("SOX") and other rules and regulations. Eve also anticipates that it will incur additional costs for employees and third-party consulting services related to preparations to become and operate as a public company and to support Eve's commercialization efforts.

Results of Operations

Comparison of Three Months Ended March 31, 2022 to the Three Months Ended March 31, 2021:

The following tables set forth statement of income information for the three months ended March 31, 2022 and 2021:

	Three Months Ended March 31,	
	2022	2021
Operating expenses		
Research and development	$(9,114,687)	$(1,891,651)
General and administrative	(808,766)	(327,943)
Operating Loss	**(9,923,453)**	**(2,219,594)**
Financial and foreign exchange gain, net	422,712	2,474
Loss before income taxes	(9,500,741)	(2,217,120)
Income tax benefit/(expense)	—	—
Net loss	**$(9,500,741)**	**$(2,217,120)**
Net loss per unit basic and diluted	(8,637)	(2,016)
Weighted-average number of units outstanding – basic and diluted	1,100	1,100

	Y-o-Y Changes 2022 vs 2021	
	Changes in $	Changes in %
Operating expenses		
Research and development	$ (7,223,036)	382%
General and administrative	(480,823)	147%
Operating Loss	**(7,703,859)**	**347%**
Financial and foreign exchange gain, net	420,238	16,986%
Loss before income taxes	(7,283,621)	329%
Income tax benefit/(expense)	—	0%
Net loss	**$ (7,283,621)**	**329%**

Research and development expenses

Research and development expenses increased by $7.22 million, from $1.89 million in the three months ended March 31, 2021 to $9.11 million in the three months ended March 31, 2022. This increase in research and development was primarily due to higher engineering expenses and cost of supplies related to the development of the Proof of Concept 1 vehicle, a full-scale model of Eve's eVTOL, including batteries, motors, thermal management systems and propellers. Further, additional milestone payments and payments for parts, equipment and supplies went to suppliers and outside contractors in connection with the continued development of the Proof of Concept 1 vehicle. Lastly, Eve also started to incur development expenses related to its UATM system in 2021, which continued through March 31, 2022.

General and administrative

General and administrative expenses increased by $0.48 million, from $0.33 million in the three months ended March 31, 2021 to $0.81 million in the three months ended March 31, 2022. The increase in general administrative expenses was largely driven by an increase in Eve's management team during the three-month period ended March 31, 2022, its cost structure, number of contractors as well as charges related to the Shared Services Agreement.

Financial and foreign exchange gain, net

Financial and foreign exchange gain, net, of $2,474 in the three months ended March 31, 2021 increased to $422,712 in the three months ended March 31, 2022. This change was driven by the 15% depreciation of the Brazilian real vs. the U.S. dollar, as well as increases on our accounts payable balances denominated in Brazilian reals. Eve increased its research and development efforts during the three-month period ended March 31, 2022, leading to higher real-denominated accounts payable balances.

Loss before income tax

As a result of the aforementioned factors, loss before taxes on income increased by $7.28 million, from a loss of $2.22 million in the three months ended March 31, 2021 to a loss of $9.50 million in the three months ended March 31, 2022.

Net Loss and comprehensive loss

As a consequence of the aforementioned factors, our consolidated net loss after taxes, excludingnon- controlling interest, increased by $7.28 million, from a loss of $2.22 million in the three months ended March 31, 2021 to a loss of $9.50 million in the three months ended March 31, 2022. We do not recognize a tax benefit for our losses, as it is not expected that Eve will generate taxable income in the coming years.

Liquidity and Capital Resources

Eve has incurred net losses since its inception and to date has not generated any revenue from the design, development, manufacturing, engineering and sale or distribution of electric aircraft and we expect to continue to incur losses and negative operating cash flows for the foreseeable future until we successfully commence sustainable commercial operations.

As of March 31, 2022, and as of March 31, 2021, the UAM Business had an accumulated Net parent investment of $13.12 million and $(1.06) million, respectively. For the three months ended March 31, 2022 and March 31, 2021, Eve incurred net losses of $9.50 million and $2.22 million and has recognized cash outflows from operating activities of $2.59 million and $2.89 million, respectively. Eve expects to incur additional losses and higher operating expenses for the foreseeable future.

Eve had cash of $12.51 million and $14.38 million as of March 31, 2022 and March 31, 2021 respectively. As of the Closing, Eve received net proceeds from the business combination and PIPE Investment of approximately $329.1 million, which is expected to be sufficient to fund its current operating plan for at least the next twelve months.

Eve's future capital requirements will depend on many factors, including:

- research and development expenses as it continues to develop its eVTOL aircraft;
- capital expenditures in the expansion of its manufacturing capacities;
- additional operating costs and expenses for production ramp-up and raw material procurement costs;
- general and administrative expenses as Eve scales its operations;
- interest expense from any debt financing activities; and
- selling and distribution expenses as Eve builds, brands and markets electric aircraft.

Eve intends to use the proceeds received from the business combination and the PIPE Investment primarily to fund its research and development activities and other personnel costs, which are Eve's principal uses of cash. However, these funds may not be sufficient to enable Eve to complete all necessary development of and commercially launch its eVTOL aircraft. Eve's future capital requirements will depend on many factors, including our revenue growth rate, the timing and the amount of cash received from its customers, the expansion of sales and marketing activities, and the timing and extent of spending to support development efforts. Until Eve generates sufficient operating cash flow to cover its operating expenses, working capital needs and planned capital expenditures, or if circumstances evolve differently than anticipated, Eve expects to utilize a combination of equity and debt financing to fund any future capital needs. However, Eve may be unable to raise additional funds when needed on favorable terms or at all. If Eve raises funds by issuing equity securities, dilution to stockholders may result. Any equity securities issued may also provide for rights, preferences, or privileges senior to those of holders of common stock. If Eve raises funds by issuing debt securities, these debt securities would have rights, preferences, and privileges senior to those of preferred and common stockholders. The terms of debt securities or borrowings could impose significant restrictions on Eve's operations. The capital markets have in the past, and may in the future, experience periods of upheaval that could impact the availability and cost of equity and debt financing.

In the event that Eve requires additional financing but is unable to raise additional capital or generate cash flows necessary to continue its research and development and invest in continued innovation, Eve may not be able to compete successfully, which would harm its business, results of operations, and financial condition. If adequate funds are not available, Eve may need to reconsider its expansion plans or limit its research and development activities, which could have a material adverse impact on our business prospects and results of operations.

Cash Flows

The following table summarizes cash flows for the period indicated:

	Three Months Ended March 31,	
	2022	2021
Net cash (used in) provided by operating activities	$(1,868,950)	$(2,887,780)
Net cash (used in) provided by investing activities	—	—
Net cash (used in) provided by financing activities	—	2,887,780
Net increase (decrease) in cash and cash equivalents	$(1,868,950)	$ 0

Net Cash Generated (Used) by Operating Activities

2022 Compared with 2021

Net cash used in operating activities for the three months ended March 31, 2022 was $1.87 million versus net cash used of $2.89 million in the three months ended March 31, 2021, with the change resulting principally from the settlement of accounts payable to Embraer being partially compensated by an increase in research and development expenses in 2022 as compared to 2021.

Net Cash Used in Investing Activities

2022 Compared with 2021

In both 2022 and 2021, there were no cash flows from investing activities for the Company.

Net Cash Generated (Used) by Financing Activities

2022 Compared with 2021

Net cash provided by financing activities for the three months ended March 31, 2022 was $0.00 million, compared to $2.89 million in the three months ended March 31, 2021. This decrease is attributable to reduced transfers of cash from Embraer to us in the form of seed capital, which was used in the three month period ended March 31, 2021 in connection with the formation of our company subsidiary within the parent company corporate structure.

As of March 31, 2022, we had no debt on our balance sheet.

Off-Balance Sheet Arrangements

As of March 31, 2022, Eve did not have any off-balance sheet arrangements or relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Critical Accounting Policies and Estimates

Functional and presentation currency

The consolidated financial statements are derived from Embraer's financial statements and from some Embraer group US based subsidiaries' financial statements ("Original Financial Statements"). They have defined the US Dollar ("USD" or "Dollar" or "US$") as their functional currencies. The Company's functional currency will follow the definition of the functional currency of the Original Financial Statements, therefore management has concluded that the USD is the Company's functional and presentation currency.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent liabilities, and the reported amounts of expenses during the reporting period. Eve's estimates are based on our historical experience and on various other factors that Eve believes are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions and any such differences may be material.

While Eve's significant accounting policies are described in more detail in Note 3 to Eve's unaudited condensed consolidated financial statements included elsewhere in this Current Report on Form 8-K, Eve believes the following accounting policies and estimates to be critical to the preparation of Eve's unaudited condensed consolidated financial statements.

Carve-out allocation

Eve has historically operated as part of Embraer and not as a stand-alone company. The unaudited condensed consolidated financial statements are derived from Embraer's consolidated financial statements and historical accounting records and are presented on a carve-out basis for all historical periods, except for the three-months period ended March 31, 2022. The statement of operations also includes allocations of certain general and administrative expenses from Embraer's corporate office for the three-month period ended March 31, 2022. These general and administrative expenses are comprised of general overhead expenses that separate from and in addition to any such expenses incurred pursuant to the Master Services Agreements or Shared Services Agreement.

The allocations of these expenses have been determined on a reasonable basis; however, the amounts are not necessarily representative of the amounts that would have been reflected in the financial statements had Eve been an entity that operated independently of Embraer during the applicable period.

The unaudited condensed consolidated financial statements reflect the historical results of operations, financial position, and cash flows of Eve, in conformity with GAAP. The unaudited condensed consolidated financial information includes both direct and indirect expenses.

Recent Accounting Pronouncements

For a discussion about accounting pronouncements recently adopted and recently issued not yet adopted, see Note 3 in the section titled "Recently Issued Accounting Pronouncements Not Yet Adopted" included in Eve's unaudited condensed consolidated financial statements as of March 31, 2022 and for the three months ended March 31, 2022 and March 31, 2021, which are attached to this Current Report on Form 8-K as Exhibit 99.3 and are incorporated by reference herein.

Quantitative and Qualitative Disclosures about Market Risk

Eve is exposed to market risks in the ordinary course of its business. Market risk represents the risk of loss that may impact Eve's financial position due to adverse changes in financial market prices and rates. Eve's market risk exposure is primarily the result of fluctuations in interest rates.

As of March 31, 2022, Eve did not have any debt or notes outstanding in which fluctuations in the interest rates would affect Eve.

Credit Risk

Financial instruments, which subjects Eve to concentrations of credit risk, consist primarily of cash, cash equivalents, and derivative financial instruments. Eve's cash and cash equivalents are held at major financial institutions located in the United States of America and Brazil. At times, cash account balances with any

one financial institution may exceed Federal Deposit Insurance Corporation insurance limits ($250,000 per depositor per institution). Management believes the financial institutions that hold Eve's cash and cash equivalents are financially sound and, accordingly, minimal credit risk exists with respect to cash and cash equivalents.

Emerging Growth Company Status

In April 2012, the JOBS Act was enacted. Section 107(b) of the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. Eve has elected to take advantage of the extended transition period to comply with new or revised accounting standards and to adopt certain of the reduced disclosure requirements available to emerging growth companies. As a result of the accounting standards election, Eve is not subject to the same implementation timeline for new or revised accounting standards as other public companies that are not emerging growth companies which may make comparison of Eve's financials to those of other public companies more difficult.

Eve may also take advantage of some of the reduced regulatory and reporting requirements of emerging growth companies pursuant to the JOBS Act so long as it qualifies as an emerging growth company, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation, and exemptions from the requirements of holding non-binding advisory votes on executive compensation and golden parachute payments.

Following the business combination, Eve will lose its emerging growth company status and become subject to the SEC's internal control over financial reporting management and auditor attestation requirements upon the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the date of the completion of Zanite's IPO, (b) in which Eve has total annual gross revenue of at least $1.07 billion or (c) in which Eve is deemed to be a large accelerated filer, which requires the market value of Eve's Common Stock that are held by non-affiliates to exceed $700 million as of the prior June 30th, and (2) the date on which Eve has issued more than $1.0 billion in non-convertible debt during the prior three (3)-year period.

Additionally, until June 30, 2022 Eve will qualify as a "smaller reporting company" as defined in Item 10(f)(1) of RegulationS-K and may take advantage of certain reduced disclosure obligations. However, after such date, Eve will lose its smaller reporting company status, since it will be majority-owned subsidiary of a parent that is not a smaller reporting company.

Exhibit 99.2

Eve Holding, Inc. Announces Completion of Business Combination Between Zanite Acquisition Corp. and EVE UAM, LLC

Eve Holding, Inc. to Trade on the New York Stock Exchange Under the Symbol "EVEX"

MELBOURNE, FL – May 9, 2022 – Eve Holding, Inc. (the "Company"), formerly known as Zanite Acquisition Corp. (Nasdaq: ZNTE, ZNTEU, ZNTEW) ("Zanite"), announced today that it has closed the previously announced business combination (the "transaction") with Eve UAM, LLC ("Eve"), a leader in the development of next-generation Urban Air Mobility ("UAM") solutions and a subsidiary of Embraer S.A. ("Embraer"). The transaction was approved by Zanite's stockholders on May 6, 2022.

With the transaction now complete, Zanite has changed its name to "Eve Holding, Inc." In connection with the closing of the transaction, Zanite's securities will be voluntarily delisted from the Nasdaq Capital Market after market close on May 9, 2022, and the Company's common stock and public warrants are expected to begin trading on the New York Stock Exchange on May 10, 2022 under the symbols "EVEX and "EVEXW", respectively.

"The successful completion of this transaction is an important milestone, providing capital and strategic support for Eve to play a pivotal role in accelerating the global UAM ecosystem. The funding raised through the transaction provides Eve with growth capital and positions Eve well to execute its development plans, aided by our ongoing strategic partnership with Embraer. We intend to further strengthen our position as a leading global UAM player by delivering an effective and sustainable new mode of urban transportation," said the Company's Co-CEO Andre Stein.

The Company's Co-CEO Jerry DeMuro added, "The closing of this transaction sets us on a path to further develop and commercialize our comprehensive UAM solution. I believe that our skilled team, world-class board and extensive strategic global partnerships provide superior positioning for Eve to execute on key development initiatives in the years ahead, in our quest to deliver strong value creation for our stakeholders."

An upsized $357 million PIPE priced at $10.00 per share also closed on May 6, 2022, immediately prior to the closing of the transaction. The PIPE includes investments of $185 million from Embraer, $25 million from Zanite's sponsor and $147 million from a consortium of leading financial and strategic investors including Acciona, Azorra Aviation, BAE Systems, Bradesco BBI, Falko Regional Aircraft, Republic Airways, Rolls-Royce, SkyWest, Inc., Space Florida and Thales USA.

White & Case LLP served as legal advisor to Zanite. Jefferies LLC, BTIG, LLC and Cowen and Company LLC served as financial advisors and capital markets advisors to Zanite. Skadden, Arps, Slate, Meagher & Flom LLP and Mattos Filho, Veiga Filho, Marrey Jr. e Quiroga Advogados served as legal advisors to Embraer and Embraer Aircraft Holding, Inc. Raymond James & Associates, Inc. served as financial advisor and capital markets advisor to Eve and Banco Santander (Brasil) S.A., Banco Bradesco BBI S.A. and Banco Itaú International served as financial advisors to Eve.

Image: https://bit.ly/3yoZW4A

Follow Eve and Embraer on Twitter: @Eveairmobility @Embraer

About Eve

Eve is dedicated to accelerating the UAM ecosystem. Benefitting from a startup mindset, backed by Embraer's more than 50-year history of aerospace expertise, and with a singular focus, Eve is taking a holistic approach to progressing the UAM ecosystem, with an advanced eVTOL project, a comprehensive global services and support network and a unique air traffic management solution. For more information, please visit www.eveairmobility.com.

About Zanite

Zanite was formed as a special purpose acquisition company to focus on the aviation sector. Zanite's sponsor is managed by Kenneth C. Ricci, Principal of Directional Aviation Capital, and Steven H. Rosen, Co-Founder and Co-Chief Executive Officer of Resilience Capital Partners. For more information, please visit www.zaniteacquisition.com.

About Embraer

A global aerospace company headquartered in Brazil, Embraer (NYSE: ERJ) has businesses in Commercial and Executive aviation, Defense & Security and Agricultural Aviation. The company designs, develops, manufactures and markets aircraft and systems, providing Services & Support to customers after-sales. Since it was founded in 1969, Embraer has delivered more than 8,000 aircraft. On average, about every 10 seconds an aircraft manufactured by Embraer takes off somewhere in the world, transporting over 145 million passengers a year. Embraer is the leading manufacturer of commercial jets up to 150 seats and the main exporter of high value-added goods in Brazil. The company maintains industrial units, offices, service and parts distribution centers, among other activities, across the Americas, Africa, Asia and Europe. For more information, please visit www.embraer.com.

Forward-Looking Statements

Certain statements in this press release include "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target", "may", "intend", "predict", "should", "would", "predict", "potential", "seem", "future", "outlook" or other similar expressions (or negative versions of such words or expressions) that predict or indicate future events or trends or that are not statements of historical matters. These forward-looking statements include, but are not limited to, statements regarding the Company's expectations with respect to future performance and anticipated financial impacts of the business combination. These statements are based on various assumptions, whether or not identified herein, and on the current expectations of the Company's management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and may differ from assumptions, and such differences may be material. Many actual events and circumstances are beyond the control of the Company.

These forward-looking statements are subject to a number of risks and uncertainties, including: (i) changes in domestic and foreign business, market, financial, political and legal conditions; (ii) failure to realize the anticipated benefits of the business combination; (iii) risks relating to the uncertainty of the projected financial information with respect to the Company; (iv) the outcome of any legal proceedings that may be instituted against the Company following the completion of the business combination; (v) future global, regional or local economic and market conditions, including the growth and development of the urban air mobility market; (vi) the development, effects and enforcement of laws and regulations; (vii) the Company's ability to grow and manage future growth, maintain relationships with customers and suppliers and retain its key employees; (viii) the Company's ability to develop new products and solutions, bring them to market in a timely manner, and make enhancements to its platform; (ix) the Company's ability to successfully develop, obtain certification for and commercialize its aircraft, (x) the effects of competition on the Company's future business; (xi) the outcome of any potential litigation, government and regulatory proceedings, investigations and inquiries; (xi) the impact of the global COVID-19 pandemic and (xii) those factors discussed in the Company's Definitive Proxy Statement filed with the Securities and Exchange Commission (the "SEC") on April 13, 2022 (the "Proxy Statement") under the heading "Risk Factors," and other documents of the Company filed, or to be filed, with the SEC. If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that the Company does not presently know or that the Company currently believes are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect the Company's expectations, plans or forecasts of future events and views as of the date of this press release. The Company anticipates that subsequent events and developments will cause the Company's assessments to change. However, while the Company may elect to update these forward-looking statements at some point in the future, the Company specifically disclaims any obligation to do so. These forward-looking statements should not be relied upon as representing the Company's assessments as of any date subsequent to the date of this press release and undue reliance should not be placed upon the forward-looking statements.

Contacts

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Exhibit 99.3

EVE UAM, LLC
(Former UAM Business of Embraer S.A.)

Unaudited Condensed Consolidated Financial Statements
as of and for the three months ended March 31, 2022 and 2021

EVE UAM, LLC
(FORMER UAM BUSINESS OF EMBRAER S.A.)

UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS

(In US Dollars)

	March 31, 2022	December 31, 2021
Assets		
Current:		
Cash and equivalents	$12,507,573	$14,376,523
Related party receivable	162,679	220,000
Other current assets	129,218	21,140
Total current assets	12,799,470	14,617,663
Capitalized software, net	—	699,753
Total assets	**$12,799,470**	**$15,317,416**
Liabilities and Net Parent Equity		
Current:		
Accounts payable	$ 60,816	$ 877,641
Related party payable	7,716,126	—
Derivative financial instruments	—	32,226
Other payables	972,641	616,156
Total current liabilities	8,749,583	1,526,023
Other noncurrent payables	405,000	702,921
Total liabilities	**9,154,583**	**2,228,944**
Net parent equity		
Net parent investment	3,644,887	13,120,698
Accumulated other comprehensive income (loss)	—	(32,226)
Total net parent equity	**3,644,887**	**13,088,472**
Total liabilities and net parent equity	**$12,799,470**	**$15,317,416**

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

EVE UAM, LLC
(FORMER UAM BUSINESS OF EMBRAER S.A.)

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(In US Dollars)

	Three Months Ended March 31,	
	2022	**2021**
Operating expenses		
Research and development	$(9,114,687)	$(1,891,651)
General and administrative	(808,766)	(327,943)
Operating loss	(9,923,453)	(2,219,594)
Financial and foreign exchange gain, net	422,712	2,474
Loss before income taxes	(9,500,741)	(2,217,120)
Income tax benefit (expense)	—	—
Net loss	$(9,500,741)	$(2,217,120)
Net loss per unit basic and diluted	(8,637)	(2,016)
Weighted-average number of units outstanding – basic and diluted	1,100	1,100

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EVE UAM, LLC
(FORMER UAM BUSINESS OF EMBRAER S.A.)

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(In US Dollars)

	Three Months Ended March 31,	
	2022	**2021**
Net loss	$(9,500,741)	$(2,217,120)
Derivative financial instruments - cash flow hedge	—	(51,106)
Total comprehensive loss	$(9,500,741)	$(2,268,226)

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EVE UAM, LLC
(FORMER UAM BUSINESS OF EMBRAER S.A.)

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN NET PARENT EQUITY

(In US Dollars)

	Net parent investment	Accumulated other comprehensive income (loss)	Total
Balance as of December 31, 2021	**$13,120,698**	**$ (32,226)**	**$13,088,472**
Legal entity change separation-related adjustments	(707,846)	32,226	(675,620)
Balance as of January 1, 2022	**12,412,852**	**—**	**12,412,852**
Net loss	(9,500,741)	—	(9,500,741)
Net transfer from Parent	732,776	—	732,776
Balance as of March 31, 2022	**$ 3,644,887**	**$ —**	**$ 3,644,887**
Balance as of December 31, 2020	**$ (1,059,291)**	**$ 45,438**	**$ (1,013,853)**
Net loss	(2,217,120)	—	(2,217,120)
Other comprehensive loss	—	(51,106)	(51,106)
Net transfer from Parent	3,004,907	—	3,004,907
Balance as of March 31, 2021	**$ (271,504)**	**$ (5,668)**	**$ (277,172)**

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

EVE UAM, LLC
(FORMER UAM BUSINESS OF EMBRAER S.A.)

UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(In US Dollars)

	Three Months Ended March 31,	
	2022	**2021**
Cash flows from operating activities:		
Net loss	$ (9,500,741)	$(2,217,120)
Adjustments to reconcile net loss to net cash used in operating activities:		
Amortization of capitalized software	—	33,963
Long-term incentive plan expense	—	32,088
Carve-out expenses (noncash, contributed from Parent)(i)	732,769	—
Changes in operating assets and liabilities:		
Other assets	(116,645)	(8,000)
Related party receivable	57,321	—
Accounts payable	(98,593)	(752,401)
Related party payable	7,716,126	—
Other payables	(659,187)	23,690
Net cash used in operating activities	**(1,868,950)**	**(2,887,780)**
Cash flows from financing activities:		
Transfer from Parent	—	2,887,780
Net cash provided by financing activities	—	2,887,780
Increase (decrease) in cash and cash equivalents	(1,868,950)	—
Cash and cash equivalents at the beginning of the period	**14,376,523**	—
Cash and cash equivalents at the end of the period	**$12,507,573**	**$** —
Supplemental disclosure of other noncash investing and financing activities		
Additions to capitalized software transferred by Parent	$ —	$ 117,127

(i) More details on Note 3.

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

1. Formation and Nature of Business

Formation and Nature of Business

EVE UAM, LLC (f/k/a Eve Urban Air Mobility Solutions, Inc.), a Delaware limited liability company (the "Company" or "Eve"), was formed on April 21, 2021, in order to effect a reorganization and acquire the Urban Air Mobility ("UAM") business, which focuses on the development and certification of an electric vertical takeoff and landing vehicle ("eVTOL"), the creation of a maintenance and services network for eVTOL and the creation of an air traffic management system for eVTOL otherwise known as Urban Air Traffic Management ("UATM") (collectively, the "UAM Business"), from Embraer S.A. and its subsidiaries (the "Parent", "Embraer" or "ERJ"). Prior to the reorganization and throughout the periods presented herein, the UAM Business was owned by ERJ and its subsidiaries. Beginning in August 2021, ERJ has contributed certain assets and employees to Eve to begin Eve's initial operations.

ERJ is a publicly held company incorporated under the laws of the Federative Republic of Brazil ("Brazil") with headquarters in São José dos Campos, State of São Paulo. The corporate purpose of ERJ is:

(i) To design, build and market aircraft and aerospace materials and related accessories, components and equipment, according to the highest standards of technology and quality.

(ii) To perform and carry out technical activities related to the manufacturing and servicing of aerospace materials.

(iii) To contribute to the training of technical personnel as necessary for the aerospace industry.

(iv) To engage in and provide services for other technological, manufacturing and business activities in connection with the aerospace industry.

(v) To design, build and trade in equipment, materials, systems, software, accessories and components for the defense, security and power industries, and to promote and carry out technical activities related to the manufacturing and servicing thereof, in accordance with the highest technological and quality standards.

(vi) To conduct other technological, manufacturing, trading and services activities related to the defense, security and power industries.

Through EmbraerX, an independent department within ERJ, ERJ's market accelerator and disruptive business innovation company, ERJ incubates initiatives that may mature into new business opportunities in the future. One such business that has been incubated is ERJ's UAM business. The UAM Business had historically operated as part of ERJ and not as a separate stand-alone entity or group.

The Reorganization

On December 10, 2021, ERJ, Eve and Embraer Aircraft Holding, Inc. ("EAH"), a wholly owned subsidiary of ERJ, entered into a contribution agreement (the "Contribution Agreement"), pursuant to which, upon the terms and subject to the conditions of the Contribution Agreement, ERJ transferred certain assets and liabilities related to the UAM Business to Eve or to Eve Soluções de Mobilidade Aérea Urbana Ltda., a Brazilian limited liability company (*sociedade limitada*) and a newly formed direct wholly owned subsidiary of Eve (the "Brazilian Subsidiary"), in exchange for the issuance of 1,000 common units of Eve. Since the consummation of the transactions contemplated by the Contribution Agreement (the "Reorganization"), certain assets and liabilities related to the UAM Business have been owned by Eve.

Business Combination Agreement with Zanite

On December 21, 2021, ERJ, Eve and EAH entered into a business combination agreement (the "Business Combination Agreement") with Zanite Acquisition Corp. ("Zanite" or following its name change to "Eve Holding, Inc." upon the Closing (as defined below), "Eve Holding")). Pursuant to the Business Combination Agreement, among other things, EAH contributed and transferred to Zanite all of the common units of Eve held by it as consideration and in exchange for the issuance and transfer by Zanite to EAH of 220,000,000 shares of common stock of Zanite. Upon the consummation of the transactions contemplated by the Business Combination Agreement (the "Closing"), which occurred on May 9, 2022, Eve now operates as part of a separate, independent, publicly traded company.

EAH did not lose control over Eve since it holds approximately 90.2% of Eve Holding's outstanding shares of common stock as of immediately after the Closing. Therefore, the transaction did not result in a change in control that would otherwise necessitate business combination accounting. See Note 14 below.

COVID-19 Pandemic

The World Health Organization declared a global emergency on January 30, 2020 with respect to the outbreak of a novel strain of coronavirus, or COVID-19 pandemic. There are many uncertainties regarding the current globalCOVID-19 pandemic, and ERJ is closely monitoring the COVID-19 pandemic situation and its impacts on its employees, operations, the global economy, the supply and the demand for its products and services, including the UAM Business. ERJ implemented contingency plans to act as quickly as necessary as the current situation unfolds.

Since the beginning of the COVID-19 pandemic, ERJ has been engaging in several initiatives supporting the health and safety of its employees. Social distancing measures were taken, as well as the implementation of working from home for certain group of employees. Furthermore, several measures to preserve jobs were taken, including reductions in working hours and pay cuts, collective vacations, and temporary furloughs.

The full impact of the COVID-19 pandemic continues to evolve as of the date hereof. As such, it is uncertain as to the full magnitude that the pandemic will have on the UAM Business's financial condition, liquidity, and future results of operations. Management is actively monitoring the situation on its financial condition, liquidity, operations, suppliers, industry, and workforce.

2. Liquidity

Prior to December 21, 2021 the UAM Business was part of EmbraerX, an independent department within ERJ, and certain funds to conduct its research and development ("R&D") operations were provided by ERJ. Eve has not generated any revenues and does not anticipate generating any revenues unless and until it successfully completes research and development for the eVTOL and UATM projects, or any future product candidate. On May 9, 2022, Eve has concluded the transaction with Zanite as per the Business Combination Agreement and as a result received more than $300 million in cash which will provide sufficient capital to support the ongoing operations of Eve. Therefore, the agreement between Eve and ERJ by which ERJ guaranteed to fund Eve for the next 12 months is no longer effective.

3. Summary of Significant Accounting Policies

Basis of Presentation

Prior to the separation from ERJ, Eve has historically operated as part of ERJ and not as a stand-alone company. The unaudited consolidated financial statements for the periods ended December 31, 2021 have been derived from ERJ historical accounting records and are presented on a carve-out basis. As of January 1, 2022, Eve began accounting for its financial activities as an independent entity. The unaudited condensed consolidated financial statements for the three-month period ended March 31, 2022 consists of Eve's data, which was derived from the SAP systems, but also includes certain minor general and administrative expenses attributable to EAH that were required to be carved-out. Eve Soluções de Mobilidade Aérea Urbana Ltda., Eve's Brazilian subsidiary, had balances that were recorded in foreign currency and were converted/translated into its functional currency, the US dollar, before being presented in the consolidated financial statements. As of January 1, 2022, ERJ began charging Eve for R&D and G&A expenses related to the UAM Business that have been incurred pursuant to the Master Service Agreement (MSA) and Shared Service Agreement (SSA). As such, there was no need to continue carving out most of the expenses from Embraer. EAH's incurred cost, which was attributed to the UAM Business, had to be carved-out due to restrictions for ERJ to charge Eve under the Master Service Agreement and the Shared Service Agreement and also because they represent Eve's cost of doing business. All intercompany transactions' balances between the Eve entities were eliminated.

These unaudited condensed consolidated financial statements of Eve reflect the assets, liabilities, and expenses that management has determined to be specifically attributable to Eve, as well as allocations of certain corporate level assets, liabilities and expenses, deemed necessary to fairly present the financial position, results of operations and cash flows of Eve, as discussed further below. Management believes that the assumptions used as basis for the allocations of expenses, direct and indirect, as well as assets and liabilities in the unaudited condensed consolidated financial statements are reasonable. However, these allocations may not be indicative of the actual amounts that would have been recorded had Eve operated as an independent, publicly traded company for the periods presented.

Historically, the UATM and eVTOL initiatives have been incubated, led and funded as two separate projects, which were comprised of separate related designs and registered patents (the "Intellectual Property" or "IP"), know-how, and principal design teams. As a part of ERJ, Eve was dependent upon ERJ for all of its working capital and financing requirements, as ERJ uses a centralized approach to cash management and financing its operations. Accordingly, cash and cash equivalents, debt or related interest expense have not been allocated to the Eve in the unaudited condensed consolidated financial statements. Financing transactions related to Eve were accounted for as a component of Net Parent Investment in the unaudited consolidated balance sheets and as a financing activity on the accompanying unaudited condensed consolidated statements of cash flows.

Change in carve-out methodology

As of the Closing, ERJ concluded that all the assets and liabilities of the newly created Eve legal entity were contributed by the parent company ERJ. No other assets or liabilities are evaluated to be attributable to Eve or that would be transferred to Eve upon the completion of the Business Combination, eliminating the necessity to allocate a portion of ERJ's assets and liabilities to Eve on a carve-out basis. Management deemed it to be more appropriate to adopt a legal entity approach since all the activities reside in the Eve legal entity, and there is no longer a need to allocate assets and liabilities from the Parent for the carve-out in the form of the management approach.

The management approach takes into consideration the assets that are being transferred to determine the most appropriate financial statement presentation. A management approach may also be appropriate when a parent entity needs to prepare financial statements for the sale of a legal entity, but prior to divestiture, certain significant operations of the legal entity are contributed to the parent in a common control transaction. On the other hand, the legal entity approach is often appropriate in circumstances when the transaction structure is aligned with the legal entity structure of the divested entity. One example would be when shares of a legal entity or a consolidated group of legal entities are divested. If the legal entity approach is deemed appropriate, all historical results of the legal entity, including those that are not ultimately transferred, should be presented in the historical financial statements through the date of transfer.

(in US Dollars)

The management approach, which was undertaken to prepare the financial statements of the UAM Business for the fiscal year ended 2021, was appropriate and based on the best information and assumptions available at the time. Management now deems it appropriate to change the carve-out methodology from the management approach to the legal entity approach as of January 1, 2022. As such, in order to prepare the financial statements for the first quarter of 2022, the Company has applied the legal entity approach due to changes in the underlying facts and circumstances.

On December 14, 2021, the Company signed with ERJ the Master Service Agreement ("MSA") and the Services Shares Agreement ("SSA"), which charges Eve for a significant part of the expenses Eve was previously carving out. In this regard, Management understands that the expenses not covered by the agreements, the minor part of the expenses previously carved-out, comprised of general overhead expenses, still need to be allocated to Eve in order to better present its results on a stand-alone basis. With respect to the MSA and SSA, refer to Note 4, Related Party Transactions.

Since the financial activities from December 10, 2021 to December 31, 2021 were immaterial, Management chose to continue with the management approach for all of the year ended December 31, 2021 and began to use the legal entity approach as of January 1, 2022. Management continued to use the legal entity approach until the Closing on May 9, 2022. The Company has recorded the impacts of the balance sheet adjustment (i.e. separation-related adjustment) for the change in methodology as adjustments to the January 1, 2022 beginning balance sheet and not as a period activity attributable to the three-month period ended March 31, 2022. The January 1, 2022 beginning balance sheet adjustments from the December 31, 2021 balances were as follows:

Separation-related adjustments

	As of December 31, 2021	Separation-Related Adjustment	As of January 1, 2022
Assets			
Current:			
Cash and equivalents	$14,376,523	$ (8)	$14,376,515
Related party receivable	220,000	—	220,000
Other current assets	21,140	(8,567)	12,573
Total current assets	14,617,663	(8,575)	14,609,088
Capitalized software, net	699,753	(699,753)	—
Total assets	**15,317,416**	**(708,328)**	**14,609,088**
Liabilities and Net Parent Equity			
Current:			
Accounts payable	877,641	(718,233)	159,408
Derivative financial instruments	32,226	(32,226)	—
Other payables	616,156	1,015,672	1,631,828
Total current liabilities	1,526,023	265,213	1,791,236
Other noncurrent payables	702,921	(297,921)	405,000
	2,228,944	**(32,708)**	**2,196,236**
Net parent equity			
Net parent investment	13,120,698	(707,846)	12,412,852
Accumulated other comprehensive income/ (loss)	(32,226)	32,226	—
Total net parent equity	13,088,472	(675,620)	12,412,852
Total liabilities and net parent equity	**$15,317,416**	**$ (708,328)**	**$14,609,088**

Therefore, Management considers the legal entity approach to be the most meaningful representation of Eve's standalonecarve-out financial statements. Additionally, intercompany transactions between Eve entities (i.e EVE UAM, LLC and Eve Soluções de Mobilidade Aerea Urbana Ltda) have been eliminated in the consolidation.

The change in the carve-out approach impacted the unaudited condensed consolidated statements of cash flow for the three months ended on March 31, 2022. Amounts that were previously presented as Transfer from Parent to Eve are now presented as a noncash item contributed by Parent to Eve.

For periods ended as of or prior to December 31, 2021, the unaudited condensed consolidated financial information includes both direct and indirect expenses. The historical direct expenses consist primarily of personnel-related costs (including salaries, labor taxes, profit sharing program, benefits, short and long-term incentive) of research and development employees directly involved in UAM activities, research expenses, facilities depreciation and others. The indirect expenses consist of personnel-related costs (including salaries, labor taxes, profit sharing program, benefits, short and long term incentive) allocated to Eve and general and administrative overhead, including expenses for information systems, accounting, other financial services (such as treasury, audit and purchasing), human resources, legal, and facilities, allocated as per headcount of employees exclusively involved in UAM activities compared to the total headcount of all ERJ employees or using an expense input comparing the total R&D expenses of Eve against the total R&D expenses of EmbraerX. Eve has calculated its income tax amounts using a separate return methodology and it has presented these amounts as if it were a separate taxpayer from ERJ.

For periods ended as of or prior to December 31, 2021, the unaudited condensed consolidated balance sheets of Eve include other assets, capitalized software, accounts payable and other payables that were allocated on a specific identification basis. Derivative instruments used to hedge the salaries for employees directly involved in UAM activities were allocated by comparing the salaries of these employees in Brazilian reais ("BRL" or "R$") against the total employees' salaries of ERJ in BRL, and for employees not directly involved in UAM activities the expense input approach using R&D metrics, noted above, was used to allocate the Derivatives instruments. Incentive payments received in advance, which were related to service arrangements to process employee payroll, were allocated based on a headcount proportion basis. As Eve was not historically held as a single legal entity, Net Parent Investment is shown in lieu of stockholder's equity in the unaudited condensed consolidated financial statements. Net Parent Investment represents the cumulative investment by ERJ in Eve through the dates presented, inclusive of operating results.

Functional and reporting currency

The unaudited condensed consolidated financial statements are derived from ERJ financial statements and from the financial statements of certain of ERJ's U.S. based subsidiaries ("Original Financial Statements"). The functional currency of ERJ and the aforementioned subsidiaries is the US Dollar ("USD" or "Dollar" or "US$"). The Company's functional currency will follow the determination of the functional currency of the Original Financial Statements, therefore management has concluded that the USD is the functional and reporting currency of Eve.

The foreign currency gains and losses are related to transactions with suppliers recognized in the functional currency, USD, but settled in BRL. The impacts were recognized in the line item entitled, "*Financial and foreign exchange gain, net"* within the unaudited condensed consolidated statements of operations.

Use of Estimates

The preparation of the unaudited condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent liabilities, and the reported amounts of expenses during the reporting period. Therefore, estimates and assumptions derived from past experience and other factors deemed relevant were used in preparing accompanying unaudited condensed consolidated financial statements. These estimates and assumptions are reviewed on an ongoing basis and the changes to accounting estimates are recognized in the period in which the estimates are revised on a prospective basis. Actual results could be materially different from those estimates. Significant estimates inherent in the preparation of the unaudited condensed consolidated financial statements include, but are not limited to, useful lives of capitalized software, net, accrued liabilities, income taxes including deferred tax assets and liabilities.

Cash and Cash Equivalents

Cash and cash equivalents include cash in hand, bank deposits and highly liquid short-term investments, usually maturing within 90 days of the investment date, readily convertible into a known amount of cash and subject to an insignificant risk of change in value.

Fair Value Measurements

Eve applies the provisions of Accounting Standards Codification ("ASC") 820,*Fair Value Measurement*, which defines a single authoritative definition of fair value, sets out a framework for measuring fair value and expands on required disclosures about fair value measurements. The provisions of ASC 820 relate to financial assets and liabilities as well as other assets and liabilities carried at fair value on a recurring and nonrecurring basis. The standard clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, the standard establishes a three-tier value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

Level 2 - Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

Level 3 - Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

The carrying amounts of Eve's other assets, accounts payables and other payables, except for the long-term incentive plan, approximate fair value due to the short-term nature of these instruments. The fair value of the liabilities related to the long-term incentive plan included in other payables was determined using the Level 1 inputs. The fair value of the derivative instruments was determined using the Level 2 inputs. There were no assets or liabilities measured at fair value using Level 3 inputs for the periods presented.

Hedge accounting

Until December 31, 2021, Eve used to account for certain derivative instruments under the hedge accounting methodology.

Eve applied cash flow hedge accounting to hedge against the payroll cash flow volatility attributable to a risk of foreign exchange rate fluctuation associated with highly probable forecast transactions that will affect income or loss for the year.

Eve recognized all derivative instruments as either assets or liabilities in the balance sheet at their respective fair values. For derivatives designated in hedging relationships changes in the fair value are recognized in Accumulated Other Comprehensive Loss ("AOCI"), to the extent the derivative is effective at offsetting the changes in cash flows being hedged until the hedged item affects earnings. The cash flow impact of Eve's derivative instruments were included in our unaudited condensed consolidated statement of cash flows in net cash used in operating activities.

Eve only enters into derivative contracts that it intends to designate as a hedge of a forecasted transaction or the variability of cash flows to be received or paid related to a recognized asset or liability (cash flow hedge). For all hedging relationships, Eve formally documents the hedging relationship and its risk-management objective and strategy for undertaking the hedge, the hedging instrument, the hedged transaction, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk will be assessed prospectively and retrospectively, and a description of the method used to measure ineffectiveness. Eve also formally assesses, both at the inception of the hedging relationship and on an ongoing basis, whether the derivatives that are used in hedging relationships are highly effective in offsetting changes in cash flows of hedged transactions. For derivative instruments that are designated and qualify as part of a cash flow hedging relationship, the effective portion of the gain or loss on the derivative is reported as a component of other comprehensive loss and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current earnings.

Eve discontinues hedge accounting prospectively when it determines that the derivative is no longer effective in offsetting cash flows attributable to the hedged risk, the derivative expires or is sold, terminated, or exercised, the cash flow hedge is designated because a forecasted transaction is not probable of occurring, or management determines to remove the designation of the cash flow hedge. Additionally, when it is probable that a forecasted transaction will not occur, Eve recognizes immediately in earnings gains and losses that were accumulated in other comprehensive loss related to the hedging relationship.

In all situations in which hedge accounting is discontinued and the derivative remains outstanding, Eve continues to carry the derivative at its fair value on the balance sheet and recognizes any subsequent changes in its fair value in earnings.

See Note 8 for additional information on hedge accounting and derivative instruments.

Capitalized software, net

Eve had capitalized software until December 31, 2021, consisting of software licenses and are recorded at cost, net of accumulated amortization, and if applicable, impairment charges. Software licenses are amortized over their useful lives which is approximately 5 years on a straight-line basis. Eve reviews intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Long-term incentive plan

Until December 31, 2021, Eve carved-out certain amounts related to the ERJ long-term incentive plan. The long-term incentive plan has the objective of retaining and attracting qualified personnel who will make an effective contribution to Eve's future performance. The plan is a cash-settled phantom shares plan, in which the amounts attributed to the services provided by the participants are converted into virtual share units based on the market value of Embraer's shares. At the end of the acquisition period the participant receives the quantity of virtual shares converted into BRL, at the shares' current market value. Eve recognizes the obligation during the acquisition period (quantity of virtual shares proportional to the period) in the same group as the participant's normal remuneration. This obligation is presented within the line-item entitled, *"Other payable,"* and the fair value is calculated based on the market price of the shares and recorded as *"General and administrative"* expenses in the unaudited condensed consolidated statements of operations.

As of the Closing, Eve has its own remuneration plan, the Eve Holding, Inc. 2022 Stock Incentive Plan.

Research and Development

R&D efforts are focused on design and development of our eVTOL and UATM projects to achieve manufacturing and commercial stage. R&D costs are expensed as incurred and are primarily comprised of personnel-related costs (including salaries, labor taxes, profit sharing program, benefits, short and long-term incentive) for employees focused on R&D activities, supplies and materials costs. Until December 31, 2021 most of these expenses were carved-out from ERJ and beginning on January 1, 2022, ERJ started charging Eve for most of these costs under the MSA (see Note 4 for more details about the MSA).

General and Administrative

Until December 21, 2021, general and administrative expenses are primarily composed of allocated expenses of personnel-related costs (including salaries, labor taxes, profit sharing program, benefits, short- and long-term incentive), information systems, accounting, other financial services (such as treasury, audit and purchasing), human resources, legal, facilities, and other corporate expenses. Until December 31, 2021, such expenses have been allocated to Eve based on the most relevant allocation method for the services provided, primarily based on headcount of employees exclusively involved in UAM activities compared to the total headcount of all ERJ employees as this measure reflects the historical utilization levels.

The total amounts of these allocations from Parent were $(4,085) and $205,900 for the quarters ended March 31, 2022 and 2021, respectively, and were recorded as *"General and administrative*" expenses in the unaudited condensed consolidated statements of operations.

Beginning on January 1, 2022, general and administrative expenses are mostly comprised of Eve's own expenses.

Income Taxes

The deferred income taxes are generally recognized, based on enacted tax rates, when assets and liabilities have different values for financial statement and tax purposes. Eve has calculated its income tax amounts using a separate return methodology. A valuation allowance is appropriate if it is more likely than not all or a portion of deferred tax assets will not be realized. Under this method, Eve assumes it will file separate returns with tax authorities, thereby reporting its taxable income or loss and paying the applicable tax to or receiving the appropriate refund from ERJ. As a result, Eve's deferred tax balances and effective tax rate as a stand-alone entity will likely differ significantly from those recognized in historical periods. The calculation of income taxes on a separate return basis requires a considerable amount of judgment and use of both estimates and allocations.

The tax loss carryforwards and valuation allowances reflected in the unaudited condensed consolidated financial statements are based on a hypothetical stand-alone income tax return basis and may not exist in the ERJ consolidated financial statements.

Eve accounts for uncertain income tax positions recognized in the unaudited condensed consolidated financial statements by applying a two-step process to determine the amount of tax benefit to be recognized. First, the tax position must be evaluated to determine the likelihood that it will be sustained upon external examination by the taxing authorities. If the tax position is deemed more-likely-than-not to be sustained, the tax position is then assessed to determine the amount of benefit to be recognized in the unaudited condensed consolidated financial statements. The amount of the benefit that may be recognized is the largest amount that has a greater than 50% likelihood of being realized upon ultimate settlement. The provision for income taxes includes the effects of any resulting tax reserves, or unrecognized tax benefits, that are considered appropriate as well as the related net interest and penalties.

Segments

Operating segment information is presented in a manner consistent with the internal reports provided to the Chief Operating Decision Maker ("CODM"). The chief operating decision-maker, who is responsible for allocating resources among and assessing the performance of the operating segments and for making strategic decisions, is Eve Chief Executive Officer. Given Eve's pre-revenue operating stage, it currently has no concentration exposure to products, services or customers. Eve has determined that it operates in two different operating and reportable segments as it CODM assess the operation results by the different R&D projects, as follows:

eVTOL: the aircraft is in the preliminary design stage of development. This vehicle is expected to have eight (8) vertical lift electric motors and two (2) horizontal propulsion electric motors. Eve's eVTOL has been in an incubation stage for over 4 years. The certification is proposed to be first with ANAC (the National Civil Aviation Agency of Brazil) and in parallel with the U.S. Federal Aviation Administration.

UATM: the segment will provide traffic management services to vehicles operating in the UAM Operating Environment ("UOE"). UATM will be a system of systems focused on improving the efficiency and safety of UAM operations. UATM systems will focus on existing and emerging operators of both the vehicles (fleet operators) and ground infrastructure (vertiport/heliport operators).

(in US Dollars)

The CODM receives information related to the operating results based on the directly attributable cost by each R&D project. The indirect costs are not included in the information analyzed by the CODM. In addition, because Eve did not have any assets, they were not presented in the information provided to the CODM. The information provided to the CODM are as follows:

	Three Months Ended March 31,	
Segments R&D expenses	**2022**	**2021**
eVTOL	$(7,704,151)	$(1,711,074)
UATM	(1,410,536)	(180,577)
Total segments expenses	(9,114,687)	(1,891,651)
Corporate/Unallocated amounts		
Selling, general and administrative	(808,766)	(327,943)
Loss from operations	(9,923,453)	(2,219,594)
Financial and foreign exchange gain, net	422,712	2,474
Loss before income taxes	$(9,500,741)	$(2,217,120)

Basic and Diluted Net Loss per Unit

As a result of the Reorganization Eve had 1,100 units outstanding as of March 31, 2022. As such these Units are being utilized for the calculation of basic net loss per unit for the periods prior to the Combination Transactions.

Basic net loss per unit excludes dilutive units and is computed by dividing net loss attributable to unitholders by the weighted average number of units outstanding during the period. Diluted net loss per unit reflects the potential dilution that would occur if securities were exercised or converted into units. In periods in which the Company reports a net loss, the effects of any incremental potential units have been excluded from the calculation of loss per unit because their effect would be anti-dilutive. During the three months periods ended March 31, 2022 and 2021, the Company did not issue any potentially dilutive instruments. Therefore, the weighted-average units outstanding used to calculate both basic and diluted loss per unit are the same for both periods.

Recently adopted accounting pronouncements

Eve is provided the option to adopt new or revised accounting guidance as an “emerging growth company” under the Jumpstart Our Business Startups Act of 2012 (“the JOBS Act”) either (1) within the same periods as those otherwise applicable to public business entities, or (2) within the same time periods as private companies, including early adoption when permissible. With the exception of standards Eve elected to adopt earlier than required, when permissible, the company has elected to adopt new or revised accounting guidance within the same time period as private companies.

There were no recently adopted accounting pronouncements that had a material impacts to the Company.

Recently issued accounting pronouncements not yet adopted

In December 2019, the FASB issued ASU2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes (“ASU2019-12”), which removes certain exceptions for recognizing deferred taxes for investments, performing intra-period allocation and calculating income taxes in interim periods. The ASU also adds guidance to reduce complexity in certain areas, including recognizing deferred taxes for tax goodwill and allocating taxes to members of a consolidated group. ASU 2019-12 is effective for Eve’s annual periods beginning after December 15, 2021, and for interim periods beginning after December 15, 2022. Early adoption is permitted. Eve is currently evaluating the effect the adoption of ASU 2019-12 will have on its unaudited condensed consolidated financial statements.

In March 2020, the FASB issued ASU2020-04, Reference Rate Reform (Topic 848): Providing an optional expedients and exceptions for applying generally accepted accounting principles (GAAP) to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The amendments in this ASU apply only to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. The expedients and exceptions provided by the amendments do not apply to contract modifications made and hedging relationships entered into or evaluated after December 31, 2022, except for hedging relationships existing as of December 31, 2022, that an entity has elected certain optional expedients for and that are retained through the end of the hedging relationship. The amendments in this ASU are effective for all entities as of March 12, 2020 through December 31, 2022. Eve has no contracts, hedging relationships, and other transactions that the LIBOR is applied as reference rate, thus no impact is expected in its unaudited condensed consolidated financial statements.

In October 2021, the FASB issued ASU2021-07, Compensation – Stock Compensation (Topic 718): Determining the Current Price of an Underlying Share for Equity-Classified Share-Based Awards (a consensus of the Private Company Council), which provides private companies with a practical expedient to determine their restricted share price, or option-based award share price input, using a ‘reasonable application of a reasonable valuation method’. The practical expedient applies to both employee and nonemployee awards, is only applicable for equity-classified share-based payment awards and is applied on a measurement date-by-measurement date basis. ASU 2021-07 is effective for the Company’s annual periods beginning after December 15, 2021, and interim periods in fiscal years beginning after December 15, 2022. The practical expedient will be applied prospectively. Eve will evaluate whether to apply the practical expedient in the future but currently does not expect there to be a material effect on its unaudited condensed consolidated financial statements.

In November 2021, the FASB issued ASU2021-09, Leases (Topic 842): Discount Rate for Lessees That Are Not Public Entities, which allows non-public entities to make the risk-free rate election by class of underlying asset, rather than at the entity-wide level. An entity that makes the risk-free rate election is required to disclose the asset classes for which it has elected to apply a risk-free rate. The amendments further require that when the rate implicit in the lease is readily determinable for any individual lease, the lessee use that rate (rather than a risk-free rate or an

incremental borrowing rate), regardless of whether it has made the risk-free rate election. The ASU is effective for the Company's annual periods beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Earlier application is permitted. The amendments apply on a modified retrospective basis to leases that exist at the beginning of the fiscal year of adoption. Eve does not expect the adoption of the ASU to have a material effect on its unaudited condensed consolidated financial statements.

In November 2021, the FASB issued ASU2021-10, Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance, which requires business entities to disclose information about certain government assistance they receive. The Topic 832 disclosure requirements include: (i) the nature of the transactions and the related accounting policy used; (ii) the line items on the balance sheet and income statement that are affected and the amounts applicable to each financial statement line item; and (iii) significant terms and conditions of the transactions. The ASU is effective for Eve for fiscal years beginning after December 15, 2021. The ASU will be applied to government assistance received on or after the effective date.

4. Related Party Transactions

Relationship with ERJ

Eve has historically been managed, operated, and funded by ERJ. Accordingly, certain shared costs have been allocated to Eve and reflected as expenses in Eve's stand-alone unaudited condensed consolidated financial statements. The expenses reflected in the unaudited condensed consolidated financial statements may not be indicative of expenses that will be incurred by Eve in the future.

(a) Corporate costs

ERJ incurs corporate costs for services provided to Eve. These costs include expenses for information systems, accounting, other financial services (such as treasury, audit and purchasing), human resources, legal, and facilities.

Until December 31, 2021, a portion of these costs benefited Eve and were allocated to the company using apro-rata method based on R&D project related costs, headcount, or other measures that management believes are consistent and reasonable.

The allocated corporate costs included in the unaudited condensed consolidated statement of operations were approximately $(4,085) and $205,900 for the three months ended March 31, 2022 and 2021, respectively, and were included in general and administrative expenses for each of the periods.

Beginning on January 1, 2022 ERJ started charging Eve for administrative services under the SSA (see more details below).

(b) Cash Management and Financing

Eve is responsible for managing its own cash. In July 2021, ERJ made a $15 million of capital contribution to Eve upon the formation of the legal entity. In addition, upon the Closing, Eve received more than $300 million in cash to pay for its obligations.

(c) Master Service Agreement and Shared Service Agreement

In connection with the transfer of the UAM Business to Eve, ERJ and Eve entered into the MSA and the SSA on December 14, 2021, among other services agreements. The initial term for MSA is 15 years, and can be automatically renewed for additional successive one-year periods. The term for SSA is 15 years. The MSA has established a fee to be charged by ERJ to Eve so that Eve may be provided with access to ERJ's R&D and engineering department structure, as well as the ability to access to manufacturing facilities in the future. The SSA has established a cost overhead pool to be allocated, excluding any margin, to Eve so that Eve may be provided with access to certain of ERJ's administrative services and facilities which are commonly used across the ERJ business such as engineering and testing facilities, as well as back-office shared service centers. As of March 31, 2022, there is an outstanding Related party payable of $7,489,845 and $124,900 related to the MSA and SSA, respectively. During the period ended March 31, 2022 Eve has incurred cost in the amount of $7,336,164 in relation to the MSA and $128,060 in relation to the SSA.

Fees and Expenses in connection with the MSA are set to be payable within forty-five (45) days of receipt by Eve of an invoice from Embraer together with documentation supporting the fees and expenses set forth on such invoice. Costs and expenses incurred in connection with the provision of shared services to Eve pursuant to the SSA are set to be payable within forty-five (45) days of receipt by Eve. All payments and amounts due or paid in US Dollars.

(d) Related party receivable

Certain employees were transferred from ERJ to Eve. On the transfer date of each employee, all payroll related accruals were assumed by Eve and it recognized a Related party receivable from ERJ. Additionally, EAH transferred certain liabilities related to the Eve business, which led to the recognition of a receivable from EAH. This receivable balance is decreased when EAH pays for corporate expenses (e.g. health insurance) on behalf of Eve.

(in US Dollars)

5. Other Current Assets

The other current assets are comprised of the following items:

	March 31, 2022	December 31, 2021
Advances to employees	$115,956	$ 17,063
Other current assets	13,262	4,077
Total	$129,218	$ 21,140

6. Capitalized software, net

Capitalized software, net is comprised of software licenses; the position and changes for the three months ended March 31, 2022 and 2021, are as follows:

Capitalized software	Cost	Amortization (i)	Total
At December 31, 2020	$ 43,193	$ (19,750)	$ 23,443
Additions	117,127	(33,963)	83,164
At March 31, 2021	**$ 160,320**	**$ (53,713)**	**$ 106,607**
At December 31, 2021	**827,434**	**(127,681)**	**699,753**
Legal entity separation-related adjustments (ii)	(827,434)	127,681	(699,753)
At January 1, 2022 and March 31, 2022	**$ —**	**$ —**	**$ —**

(i) The amortization effect is recorded in *"General and administrative"* in the unaudited condensed consolidated statements of income.
(ii) As a result of the change in the carve-out methodology from management approach to legal entity approach, the capitalized software balance presented on December 31, 2021, is no longer presented in these unaudited condensed consolidated financial statements. The costs associated with software licenses used by Eve will be charged by ERJ to Eve as part of the master service and the shared service agreements. Refer to Note 3 for further information on the change in the carve-out methodology.

7. Other Payables

The other payables are comprised of the following items:

	March 31, 2022	December 31, 2021
Accruals related to payroll(i)	$ 490,552	$ 455,392
Advances from customers (ii)	405,000	405,000
Social charges payable(iii)	305,591	163,384
Provision for profit sharing program	162,869	59,855
Advanced payments related to service arrangements	13,629	52,405
Long-term incentive plan (iv)	—	183,041
Total	$1,377,641	$ 1,319,077
Current portion	$ 972,641	$ 616,156
Non-current portion	$ 405,000	$ 702,921

(i) Refers to accruals related personnel obligations recorded in the financial statements, including mainly vacation expenses and other minor expenses.
(ii) Eve received advances from customers which have signed a letter of intent to purchase eVTOLs.
(iii) Refers to social charges and taxes applicable in relation to personnel compensation.
(iv) As a result of the change in the carve-out methodology from management approach to legal entity approach, the Long-Term Incentive Plan (LTIP) balance presented on December 31, 2021, is no longer presented in these unaudited condensed consolidated financial statements. As of March 31, 2022, Eve did not have in place any long-term incentive plan. Refer to Note 3 for further information on the change in the carve-out methodology.

(in US Dollars)

8. Derivative Financial Instruments

As per Note 3, Basis for Presentation, Change incarve-out methodology section, Management concluded that all the assets and liabilities were contributed to Eve by the parent company and, therefore, no other assets or liabilities are evaluated to be attributable to Eve or that would be transferred to Eve upon the completion of the Business Combination, including derivative financial instrument contracts. As a result of the carve-out, no derivative financial instruments entered into by the Parent Company were allocated to Eve.

As of March 31, 2022, Eve does not have derivative financial instrument derived from thecarve-out and Eve have not purchased new derivative financial instruments.

As of March 31, 2021, Eve has the right, through the purchased put options, to sell US$1,393,512, the total notional outstanding, with an exercise price of R$5.2000 which is equivalent of R$7,246,263. Conversely, Eve has the obligation if exercised, through the sold call options, to sell US$1,393,512 at the weighted average exercise price of R$6.1174 which is equivalent to R$8,524,671.Changes in the fair value of zero-cost collar designated as hedging instruments that effectively offset the variability of cash flows associated with foreign exchange rate fluctuation are reported in AOCI. These amounts subsequently are reclassified into the line item in our unaudited condensed consolidated statement of income in which the hedged items are recorded in the same period the hedged items affect earnings.

There were no cash flow hedges discontinued during 2021.

On December 31, 2021, the fair value of derivative financial instruments was recognized as an asset in the amount of US$32,226.

The effect of derivative instruments on the unaudited condensed consolidated statements of income for the periods ended March 31, 2022 and 2021:

Derivatives in cash flow hedging relationships	Amount of gain (or loss) recognized in OCI on derivative (effective portion)	Location of gain (or loss) reclassified from AOCI into income (effective portion)	Amount of gain (or loss) reclassified from AOCI into income (effective portion)
2022:			
Zero-cost collar	$ —	General and administrative	$ —
2021:			
Zero-cost collar	$ (51,106)	General and administrative	$ —

9. Research and Development

The R&D expenses are comprised of the following items:

	Three Months Ended March 31,	
	2022	2021
Outsourced service (i)	$8,145,863	$ 458,417
Employees' compensation	756,368	1,362,277
Other expenses	191,527	17,440
Travel & entertainment	20,929	21,891
Test devices and mock-ups	—	31,626
Total	$9,114,687	$1,891,651

(i) Out of $8,145,863, 2022 Outsourced Service, $7,336,164 was charged from related parties under the MSA contracts (refer to footnote 4).

(in US Dollars)

10. General and Administrative

The general and administrative expenses are comprised of the following items:

	Three Months Ended March 31,	
	2022	2021
Employees' compensation	$540,465	$149,267
Outsourced service (i)	219,874	54,712
Other expenses	27,582	85,843
Travel & entertainment	20,845	1,000
Depreciation/amortization	—	35,414
Short-term leasing arrangements (ii)	—	1,707
Total	$808,766	$327,943

(i) Out of $219,874, 2022 Outsourced Service, $128,060 was charged from related parties under SSA contract (refer to footnote 4).

(ii) As a result of the change in the carve-out methodology from management approach to legal entity approach, certain expenses carved-out from ERJ or EAH are no longer presented in these unaudited condensed consolidated financial statements. As of March 31, 2022, Eve does not have recognized lease agreements. Refer to Note 3 and Note 13 for further information.

11. Income Taxes

The effective income tax rates for continuing operations for the quarters ended March 31, 2022 and March 31, 2021 were 0%. The effective tax rate is primarily driven by a full valuation allowance against the Company's deferred tax assets due to historical and current losses incurred.

12. Comprehensive income

The accumulated balances for cash flow hedges in accumulated other comprehensive income/(loss) are as follows:

	Cash flow hedges
Balance as of December 31, 2021	**$(32,226)**
Other comprehensive loss before reclassifications	32,226
Balances as of January 01, 2022	**$ —**
Balances as of March 31, 2022	—
Balance as of December 31, 2020	**$ 45,438**
Other comprehensive loss before reclassifications	(51,106)
Balances as of March 31, 2021	**$ (5,668)**

The comprehensive income/(loss) amounts do not have deferred taxes effects because the values do not generate a difference in assets and liabilities for financial statement purposes and tax purposes.

13. Responsibilities and Commitments

On August 2, 2021, Eve Soluções de Mobilidade Aérea Urbana Ltda. signed an agreement with ERJ to lease two facilities, one in São José dos Campos and other in Gavião Peixoto, both in the São Paulo state.

Eve UAM, LLC signed a sub-sublease agreement with Embraer Engineering & Technology Center (EETC), a wholy owned ERJ subsidiary, to lease a facility in Melbourne, Florida. It was signed on December 15, 2021.

After assessing the terms of both agreements, Management concluded that the lease term has not commenced as of March 31, 2022. Thus, no assets or liabilities were recognized.

14. Subsequent Events

Subsequent events have been evaluated through May 13, 2022. On May 9, 2022, in accordance with the Business Combination Agreement, the Closing occurred, pursuant to which Zanite issued 220,000,000 shares of Zanite's Class A common stock, par value $0.0001 per share, to EAH in exchange for the transfer by EAH to Zanite of all of the issued and outstanding limited liability company interests of Eve. As a result of the business combination, Eve is now a wholly-owned subsidiary of Zanite, which has changed its name to "Eve Holding, Inc." As a result, Eve received more than $300 million in cash.

Exhibit 99.4

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

Capitalized terms used and not defined herein or in the Current Report on Form 8-K to which this Exhibit 99.4 relates (this "Current Report on Form 8-K") have the meanings given to them in the definitive proxy statement filed by Zanite Acquisition Corp. with the U.S. Securities and Exchange Commission on April 13, 2022 (the "Proxy Statement").

Introduction

The following unaudited pro forma condensed consolidated financial information provides additional information regarding the financial aspects of the business combination and related transactions. The following unaudited pro forma condensed consolidated financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses."

Description of the Business Combination

On December 21, 2021, Embraer, Eve, EAH and Zanite entered into the Business Combination Agreement, which contains customary representations and warranties, covenants, closing conditions, termination provisions and other terms relating to the transactions contemplated thereby.

As contemplated by the Business Combination Agreement and the Contribution Agreement, on December 10, 2021, Embraer transferred the Contributed Assets and associated liabilities, in the context of the Pre-Closing Restructuring, to Eve and subsidiaries of Eve, in exchange for the issuance of a certain number of Eve Interests. These transactions will be accounted for as a common control transaction.

Following such transactions, Embraer then transferred all of the Eve Interests held by it to EAH in exchange for the issuance of EAH Common Stock and EAH Preferred Stock. Embraer has also entered into the Preferred Stock Purchase Agreement with the Unaffiliated Investor, and, pursuant to the terms and conditions set forth therein, has sold and transferred to the Unaffiliated Investor such shares of EAH Preferred Stock. As a result of these Pre-Closing Restructuring activities, Eve is now a wholly owned subsidiary of EAH.

On May 9, 2022, in accordance with the Business Combination Agreement, the closing of the business combination occurred, pursuant to which Zanite issued 220,000,000 shares of Class A common stock to EAH in exchange for the transfer by EAH to Zanite of all of the issued and outstanding limited liability company interests of Eve. As a result of the business combination, Eve is now a wholly-owned subsidiary of Zanite, which has changed its name to "Eve Holding, Inc." Upon the Closing, the Company received approximately $377.0 in gross cash proceeds, consisting of approximately $19.7 million from the Zanite trust account and $357.3 million from the PIPE Investment.

Further information about the business combination is set forth beginning on page 101 of the Proxy Statement in the section entitled, "*The Business Combination Proposal*," and that information is incorporated herein by reference.

Accounting Treatment of the Business Combination

This business combination was accounted for as a reverse recapitalization, equivalent to the issuance of shares by Eve for the net monetary assets of Zanite accompanied by a recapitalization. Accordingly, the consolidated assets, liabilities and results of operations of Eve (or the UAM Business, as applicable) became the historical financial statements of the Company, and the assets, liabilities and results of operations of Zanite were consolidated with Eve beginning on the Closing Date. For accounting purposes, the financial statements of the Company represents a continuation of the financial statements of Eve. The net assets of Zanite were recorded at historical costs, with no goodwill or other intangible assets recorded. Operations prior to the transaction are presented as those of Eve (or the UAM Business, as applicable) in future reports of the Company.

Basis of Pro Forma Presentation

The unaudited pro forma condensed consolidated balance sheet as of March 31, 2022, gives pro forma effect to the business combination as if it had been consummated as of March 31, 2022. The unaudited pro forma condensed consolidated statements of operations for the twelve months ended December 31, 2021 and for the three months ended March 31, 2022, give pro forma effect to the business combination as if it had been consummated as of January 1, 2021. This information should be read in conjunction with the financial statements and notes of the UAM Business, and the financial statements and notes of Zanite (as restated), the sections titled "*Eve Management's Discussion and Analysis of Financial Condition and Results of Operation*," "*Zanite's Management's Discussion and Analysis of Financial Condition and Results of Operation*," "*The Business Combination Proposal,"* and other financial information included in the Proxy Statement, as well as the financial statements and notes of Zanite set forth in Zanite's Q1 Quarterly Report, including in the section entitled "*Zanite's Management's Discussion and Analysis of Financial Condition and Results of Operations*," each of which is incorporated into this Current Report on Form 8-K by reference..

The following unaudited pro forma condensed consolidated financial information has been prepared to illustrate the estimated effects of the business combination and the related financing transactions. It sets forth and is derived from:

- Eve's historical unaudited condensed consolidated financial statements as of and for the three months ended March 31, 2022 and March 31, 2021, as included elsewhere in this Current Report on Form 8-K;
- Zanite's historical financial statements as of March 31, 2022, which are incorporated to this Current Report on Form 8-K by reference..
- Pro forma transaction accounting and financing adjustments to give effect to business combination and issuance of the Company's common stock, equity classified stock-based compensation pursuant to the Incentive Plan, and equity classified new warrants (as defined in the Proxy Statement) issued at Closing on the Company's unaudited condensed consolidated balance sheet as of March 31, 2022, as if the business combination closed on March 31, 2022;
- Pro forma autonomous entity adjustments to reflect Eve being a standalone entity, and the differences between the unaudited condensed consolidated balance sheet as of March 31, 2022 prepared on a carve-out basis and the balance sheet based on the actual assets and liabilities contributed to Eve by Embraer;
- Pro forma adjustments to give effect to business combination and issuance of equity awards at Closing on the Company's combined consolidated statement of operations for the year ended December 31, 2021, and the three months ended March 31, 2022, as if the business combination closed on January 1, 2021, the first day of the Company's 2021 fiscal year; and
- Pro forma autonomous entity adjustments to reflect incremental costs of Eve being a standalone entity in its unaudited pro forma condensed consolidated statement of operations for the year ended December 31, 2021, and the three months ended March 31, 2022.

Transaction costs that are determined to be directly attributable and incremental to the transaction are deferred and recorded as other assets in the balance sheet leading up until the Closing. For pro forma purposes, such costs are recorded as a reduction in cash with a corresponding reduction of additional paid-in capital. These costs also include any costs related to the issuance of new warrants.

This unaudited pro forma condensed consolidated financial information has been prepared for illustrative purposes only and is based on assumptions and estimates made and considered appropriate by the Company's management; however, it is not necessarily indicative of what the Company's consolidated financial condition or results of operations would have been assuming the transaction had been consummated as of the date indicated, nor does it purport to represent the consolidated financial position or results of operations of the combined company for future periods. The audited financial statements of the UAM Business have been derived from Embraer's historical accounting records and reflect certain allocation of expenses. All the allocations and estimates in such financial statements are based on assumptions that the Company's management believes are reasonable. The historical carve-out financial statements of the UAM Business do not necessarily represent the financial position or results of operations of the UAM Business had it been operated as a standalone company during the periods or at the dates presented. As a result, autonomous entity adjustments have been reflected in the pro forma condensed consolidated financial information.

The unaudited pro forma condensed consolidated financial information may not be useful in predicting the future financial condition and results of operations of the Company following the Closing. The adjustments included in this unaudited pro forma condensed consolidated financial information are preliminary and are subject to change. This unaudited pro forma condensed consolidated financial information does not contemplate any impacts of any synergies for the Company following the business combination. Future results may vary significantly from the results reflected due to various factors, including those discussed in the section entitled "*Risk Factors,"* beginning on page 26 of the Proxy Statement, which information is incorporated by reference herein and in Item 2.01 of this Current Report on Form 8-K.

The unaudited pro forma condensed consolidated financial information has been prepared using the number of shares redeemed by holders of Class A common stock as of 5:00 p.m. ET on May 4, 2022, the deadline for submitting redemption requests in connection with the business combination, as follows:

- This scenario presents 21,087,868 shares of Class A common stock redeemed for their pro rata share of the funds in Zanite's trust account for an aggregate redemption payment of approximately $217.29 million.

The following summarizes the pro forma shares of the Company's common stock issued and outstanding immediately after the business combination. Further, upon completion of the business combination, the approximate ownership interests of the Company, exclusive of (i) the exercise of any new warrants that became exercisable at Closing, to the extent not exercised immediately thereafter, (ii) the exercise of any public or private placement warrants of the Company, which will become exercisable 30 days after Closing, and (iii) the issuance of any equity awards issued at Closing, is as set forth in the table below:

	After Redemptions	
Equity Capitalization at Closing	**Shares (in millions)**	**%**
EAH (1)	238.50	90.3%
Zanite public stockholders	1.91	0.7%
Zanite initial stockholders (2)	8.25	3.1%
Third party PIPE investors	14.73	5.6%
Strategic warrants exercised at Closing	0.80	0.3%
Total shares of Zanite common stock outstanding at closing of the Transaction	264.19	100%

(1) Includes 18,500,000 shares of common stock subscribed for and purchased by EAH as part of the PIPE Investment at a purchase price of $10.00 per share.

(2) Includes (i) 5,050,000 founder shares held by the Sponsor and (ii) 2,500,000 shares of common stock the Sponsor purchased in connection with the PIPE Investment at a purchase price of $10.00 per share, in each case, which were subsequently distributed by the Sponsor to its members at Closing on a pro-rata basis. Also includes 250,000 founder shares held by Ronald D. Sugar, 150,000 founder shares held by John B. Veihmeyer, 150,000 founder shares held by Larry R. Flynn and 150,000 founder shares held by Gerard J. DeMuro.

In addition to the PIPE Investment, new warrants have been issued to certain PIPE Investors in connection with the Closing of the business combination pursuant to the Strategic Warrant Agreements. At the Closing Date, there is outstanding new warrants exercisable for (i) 6,400,000 shares of common stock at an exercise price of $0.01 per share without further contingency; (ii) 2,350,000 shares of common stock at an exercise price of $0.01 per share but exercise is contingent on fulfillment of certain milestones; (iii) 12,000,000 shares of common stock at an exercise price of $15.00 per share but exercise is contingent on fulfillment of certain milestones; and (iv) 5,000,000 shares of common stock at an exercise price of $11.50 per share without further contingency. Additionally, certain Strategic Warrant Agreements provide for warrants to be issued contingent on the fulfillment of certain milestones which are exercisable for 9,100,000 shares of common stock at an exercise price of $0.01 per share.

As further described in the disclosure set forth in Item 1.01 of this Current Report on Form 8-K and beginning on page 126 of the Proxy Statement in the sections entitled "*The Business Combination Proposal—Ancillary Agreements—Tax Receivable Agreement*" and "*The Business Combination Proposal —Ancillary Agreements—Tax Sharing Agreement*," the Company has entered into the following agreements at Closing:

- A Tax Receivable Agreement, which generally provides for the payment by the Company of 75% of certain federal and state net tax benefits, if any, that the Company realizes (or, in certain cases, is deemed to realize) as a result of these increases in tax basis, tax benefits related to entering into the Tax Receivable Agreement, and tax benefits attributable to payments under the Tax Receivable Agreement; and
- A Tax Sharing Agreement, which generally applies if EAH and the Company are members of the same consolidated group, as defined under the Internal Revenue Code. The Tax Sharing Agreement governs certain matters related to the resulting consolidated federal income tax returns, as well as state and local returns filed on a consolidated or combined basis. Generally, the consolidated group's parent would be liable for the income taxes of the group members (including the Company), rather than the Company being required to pay such income taxes itself. The Tax Sharing Agreement provides for payments from the Company to EAH based on the increase to EAH's income tax liability as a result of the Company being a member of such group. However, the Tax Sharing Agreement will generally disregard 75% of the tax benefits covered by the Tax Receivable Agreement, consistent with the agreed sharing percentages for such tax savings under the Tax Receivable Agreement. Furthermore, the Tax Sharing Agreement provides for a notional recording of a decrease to EAH's income tax liability as a result of the Company being a member of such group without a payment being made from EAH to the Company. Instead, such notional accumulated benefits may reduce future payments due by the Company under the Tax Sharing Agreement or Tax Receivable Agreement.

The Tax Receivable Agreement applies in periods when EAH and the Company are not members of a consolidated tax group. The Tax Receivable Agreement is accounted for as a contingent liability, with amounts accrued when deemed probable and estimable. Such liability would be initially recorded as an offset to equity. All of the effects of future changes in estimates, facts and circumstances related to the Tax Receivable Agreement will be included in the Company's profit or loss, outside of income tax expense. At this time, all US deferred tax assets of the Company are fully offset by a valuation allowance and there is not an expectation that there will be any cash tax savings. Therefore, no liability related to future Tax Receivable Agreement payments would have been recorded in the unaudited pro forma condensed consolidated financial information.

The Company considers that the Tax Receivable Agreement will not apply for the purposes of the unaudited pro forma condensed consolidated financial information because management believes that EAH has met the control requirements, defined under the Internal Revenue Code, at Closing, such that the Company and EAH will be members of the same consolidated group.

Under the Tax Sharing Agreement, EAH will benefit from the anticipated future tax losses generated by the Company but will only credit these amounts against future liabilities owed by the Company. Based on terms of the Tax Sharing Agreement, no tax benefits would accrue to the Company based on a pro forma calculation of the Company's stand-alone tax return and therefore no benefit has been assumed in the unaudited pro forma condensed consolidated financial information. As such, no pro forma adjustment related to the Tax Sharing Agreement is necessary. Once the Company begins to generate taxable profits, amounts owed by the Company to EAH under the Tax Sharing Agreement will be offset and reduced by prior losses generated by the Company for which EAH had received a benefit.

The unaudited pro forma condensed consolidated financial information does not purport to project the future financial position or operating results of the Company following the business combination. The unaudited pro forma adjustments represent management's estimates based on information currently available as of the date of these unaudited pro forma condensed consolidated financial statements and are subject to change as additional information becomes available and analyses are performed. The assumptions and estimates underlying the unaudited pro forma adjustments are described in the accompanying notes. Actual results may differ materially from the assumptions used, including in respect of the matters further described in Notes 1 and 2, to present the unaudited pro forma condensed consolidated financial information. Actual amounts as of the date of the consummation of the business combination might differ from the pro forma amounts presented below in the unaudited pro forma condensed statement of financial position below as of March 31, 2022, primarily as a result of the timing and amount of expenditure related to development activities and capital expenditures as discussed elsewhere in this proxy statement. Eve and Zanite have not had any historical relationship prior to the business combination. Accordingly, no pro forma adjustments were required to eliminate activities between them.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET

AS OF MARCH 31, 2022
(in thousands)

	UAM Business Historical	Zanite Historical	Transaction Accounting Adjustments		Financing Adjustments		Autonomous Entity Adjustments		Pro Forma Combined
ASSETS									
Current:									
Cash and cash equivalents	$ 12,508	$ 25	$ (28,229)	a, b, c, d, j	$ 357,300	k	$ —		$341,604
Related party receivable	163	—	—		—		—		163
Prepaid expenses	—	85	—		—		—		85
Derivative financial instruments	—	—	—		—		—		—
Other current assets	129	—	—		—		—		129
Total current assets	$ 12,800	$ 110	$ (28,229)		$ 357,300		$ —		$341,981
Noncurrent:									
Investments held in trust account	—	236,947	(236,947)	a	—		—		—
Deferred tax asset							—		—
Right of use asset	—	—	—		—		275	l	275
Total assets	$ 12,800	$237,057	$ (265,176)		$ 357,300		$ 275		$342,256
LIABILITIES AND STOCKHOLDERS' EQUITY									
Current Liabilities:									
Accounts payable and accrued expenses	$ 61	$ 5,709	$ (5,659)	c	$ —		$ —		$ 111
Related party payable	7,716	—	—		—		—		7,716
Promissory note — related party	—	150	(150)	c	—		—		—
Derivative financial instruments	—	—	—		—		—		—
Other payables	973	—	—		—		72	l	1,045
Total current liabilities	$ 8,750	$ 5,859	$ (5,809)		$ —		$ 72		$ 8,872
Noncurrent Liabilities:									
Deferred underwriting fee payable	$ —	$ 8,050	$ (8,050)	b	$ —		$ —		$ —
Derivative liabilities	—	16,622	(7,360)	e	—		—		9,262
Other payables	405	—	—		—		203	l	608
Total liabilities	$ 9,155	$ 30,531	$ (21,219)		$ —		$ 275		$ 18,742
Commitments and contingencies									
Class A common stock subject to possible redemption, 23,000,000 shares at $10.30 per share redemption value	—	236,900	(236,900)	f	—		—		—
Stockholders' equity:									
Net parent investment	$ 3,645	$ —	$ (3,645)	g	$ —		$ —		$ —
Class A common stock, $0.0001 par value; 100,000,000 shares authorized	—	—	1	f, h, j	4	k	—		5
Class B common stock, $0.0001 par value; 10,000,000 shares authorized	—	1	(1)	h	—		—		—
Additional paid-in capital	—	—	(34,287)	c, d, e, f, g, i, j	357,296	k	—		323,009
Accumulated other comprehensive income/ (loss)	—	—	—		—		—		—
Accumulated deficit	—	(30,375)	30,875	i	—		—		500
Total Shareholder's Equity	$ 3,645	$ (30,374)	$ (7,057)		$ 357,300		$ —		$323,514
Total liabilities, Redeemable Common Stock and Shareholder's Equity	$ 12,800	$237,057	$ (265,176)		$ 357,300		$ 275		$342,256

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2021
(in thousands, except share and per share amounts)

	UAM Business Historical	Zanite Historical	Transaction Accounting Adjustments		Financing Adjustments	Autonomous Entity Adjustments		Pro Forma Combined
Operating expenses								
Research and development	$(13,280)	$ —	$ —		$ —	$ (33,269)	dd	$ (46,549)
General and administrative	(2,510)	(6,101)	(8,320)	aa	—	(29,559)	dd	(46,491)
Operating loss	(15,790)	(6,101)	(8,320)		—	(62,828)		(93,039)
Interest earned on investments held in Trust Account	—	23	(23)	bb	—	—		—
Change in fair value of derivative liabilities	—	20,600	(8,970)	cc	—	—		11,630
Transaction costs allocated to warrant issuance	—	—	—		—	—		—
Foreign currency loss	(77)	—	—		—	—		(77)
Loss before income taxes	(15,867)	14,522	(17,313)		—	(62,828)		(81,486)
Income tax benefit / (expense)	—	—	—		—	—		—
Net loss and comprehensive loss	$(15,867)	$ 14,522	$ (17,313)		$ —	$ (62,828)		$ (81,486)
Net Loss Per Share								
Basic and Diluted Loss per share, Class A Redeemable Common Stock		$ 0.51						$ (0.30)
Weighted-average shares of common stock outstanding, Class A Redeemable common stock — basic and diluted		23,000,000						270,592,132
Basic and diluted loss per share, Class B Non-redeemable Common Stock		$ 0.51						$ —
Basic and diluted weighted average shares outstanding, Non-Redeemable Class B Common Stock		5,750,000						—

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

FOR THE THREE MONTHS ENDED MARCH 31, 2022
(in thousands, except share and per share amounts)

	UAM Business Historical	Zanite Historical	Transaction Accounting Adjustments		Financing Adjustments	Autonomous Entity Adjustments		Pro Forma Combined
Operating expense								
Research and development	$ (9,115)	$ —	$ —		$ —	$ (16,613)	dd	$ (25,728)
Selling, general, and administrative	(809)	(1,577)	—		—	(6,159)	dd	(8,545)
Operating loss	(9,924)	(1,577)	—		—	(22,772)		(34,273)
Interest earned on investments held in Trust Account	—	21	(21)	bb	—	—		—
Change in fair value of derivative liabilities	—	6,953	3,105	cc	—	—		10,058
Foreign currency gain / (loss)	423	—	—		—	—		423
(Loss)/ profit before income taxes	(9,501)	5,397	3,084		—	(22,772)		(23,792)
Income tax benefit / (expense)	—	—	—		—	—		—
Net (loss)/ profit and comprehensive loss	$ (9,501)	$ 5,397	$ 3,084		$ —	$ (22,772)		$ (23,792)
Net Loss Per Share								
Basic and Diluted profit/ (loss) per share, Class A Redeemable Common Stock		$ 0.19						$ (0.09)
Weighted-average shares of common stock outstanding, Class A Redeemable common stock — basic and diluted		23,000,000						270,592,132
Basic and diluted profit per share, Class B Non-redeemable Common Stock		$ 0.19						$ —
Basic and diluted weighted average shares outstanding, Non-Redeemable Class B Common Stock		5,750,000						—

NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

(in thousands, except share and per share data)

1. Adjustments to Unaudited Pro Forma Condensed Consolidated Financial Information

The unaudited pro forma condensed consolidated financial information has been presented for illustrative purposes only and is not necessarily indicative of the operating results and financial position that would have been achieved had the business combination occurred on the dates indicated.

The following unaudited pro forma condensed consolidated financial information has been prepared in accordance with Article 11 of Regulation S-X. The Company has elected not to present management adjustments and will only be presenting transaction accounting adjustments, financing adjustments and autonomous entity adjustments in the unaudited pro forma condensed consolidated financial information. The autonomous entity adjustments are derived from contractual arrangements established with Embraer under a Master Services Agreement and a Shared Services Agreement and other third parties.

The pro forma combined provision for income taxes does not necessarily reflect the amounts that would have resulted had the post-combination company filed consolidated income tax returns during the periods presented. The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed consolidated statement of operations are based upon the weighted average number of the Company's shares outstanding for the year ended December 31, 2021, and the period ended March 31, 2022 assuming the business combination occurred on January 1, 2021.

The transaction executed in accordance the Business Combination Agreement allowed Zanite public warrants to be reclassified to equity. As such, the public warrants will be remeasured at fair value at Closing and transferred at that value to equity. The equity classified public warrants will not be subject to subsequent remeasurement.

In connection with the transaction, the Incentive Plan was established for the Company according to which officers, directors and other eligible employees may be granted equity incentive awards and compensation. The pro forma condensed consolidated financial information reflects adjustments to account for the Incentive Plan. For more information about the Incentive Plan, please see the section entitled "*Incentive Plan Proposal*." beginning on page 163 of the Proxy Statement.

Adjustments to Unaudited Pro Forma Condensed Consolidated Balance Sheet

The adjustments included in the unaudited pro forma condensed consolidated balance sheet as of March 31, 2022 are as follows:

Transaction Accounting Adjustments:

a) Reflects the reclassification of $236.95 million of cash and cash equivalents held in the Company's trust account that became available following the business combination;

b) Reflects the payment of $7.55 million of deferred underwriters' fees incurred in connection with Zanite's IPO, which were paid upon completion of the business combination;

c) Reflects the payment of additional Zanite transaction costs in the amount of $8.82 million and a payment of accrued transaction costs amounting to $5.66 million, each of which were paid upon Closing. This adjustment also reflects the repayment by Zanite of amounts due under the promissory note entered into by Zanite and the Sponsor of $0.15 million.

d) Reflects a disbursement of cash in the amount of $25.71 million to Embraer or one of its affiliates as agreed upon in the Business Combination Agreement and paid upon Closing.

e) Reflects an adjustment of $7.36 million to account for the reclassification of public warrants from liability to stockholders' equity.

f) Reflects the reclassification of $236.9 million of Class A common stock subject to redemption to permanent equity upon completion of the business combination;

g) Reflects the elimination of $3.65 million of net parent investment and shares issued to Embraer as part of the Pre-Closing Restructuring;

h) Reflects the conversion of $0.58 million of Class B common stock into Class A common stock upon the consummation of the business combination on a one-for-one basis;

i) Reflects the reclassification of $30.38 million of Zanite's historical accumulated deficit to additional paid-in capital upon consummation of the business combination.

j) Reflects the actual redemption of 21,087,868 shares of Class A common stock for $217.29 million allocated to shares of Class A common stock and additional paid-in capital using par value $0.0001 per share at a redemption price of approximately $10.30 per share.

Financing Adjustments:

k) Reflects the receipt of $357.30 million from the issuance and sale of 35.73 million shares of common stock at $10.00 per share plus equity classified new warrants without further contingency, pursuant to the PIPE Investment entered into with the PIPE Investors. New warrants to be issued contingent upon certain future milestones are considered share-based payment awards to potential customers in anticipation of future supply agreements within the scope of ASU 2019-08, *Codification Improvements — Share-Based Consideration Payable to a Customer*. The awards will be measured and classified in accordance with ASC 718, Share Based Payment, and recognized under ASC 606, Revenue from Contracts with Customers, as consideration payable to a customer, and would be expected to be accounted for as variable consideration (i.e., a reduction of future revenue). Since the vesting of the warrants is contingent on the execution of future supply agreements, there is currently no accounting for the warrants under ASC 606 and therefore, there are no pro forma adjustments related to these warrants.

Autonomous Entity Adjustments:

l) Reflects the recognition of a right of use asset in the amount of $0.28 million with corresponding lease liability of $0.07 million in other payables and $0.21 million in other noncurrent payables related to the Lease Agreements.

Adjustments to Unaudited Pro Forma Condensed Consolidated Statements of Operations

The adjustments included in the unaudited pro forma condensed consolidated statements of operations for the year ended December 31, 2021 and for the three months ended March 31, 2022 are as follows:

Transaction Accounting Adjustments:

(aa) Reflects the Zanite transaction costs of approximately $8.32 million as if incurred on January 1, 2021, the date the business combination occurred for the purposes of the unaudited pro forma condensed consolidated statement of operations. This is a non-recurring item.

(bb) Reflects the elimination of $0.02 million and $0.02 for the year ended December 31, 2021 and for the three months ended March 31, 2022, respectively, of the interest earned on investments held in the trust account;

(cc) Reflects the removal of $8.97 million and $3.11 for the year ended December 31, 2021 and for the three months ended March 31, 2022, respectively, for the change in derivative fair value of the warrants, which will be classified in equity after the Closing

Autonomous Entity Adjustments:

(dd) Reflects the following adjustments of $62.83 million and $22.77 for the year ended December 31, 2021 and for the three months ended March 31, 2022, respectively, related to the Company being a standalone public company and incurring certain incremental costs resulting from:

- The establishment of new business functions related to financial reporting and regulatory compliance, and costs associated with accounting, auditing, tax, legal, information technology, human resources, investor relations, risk management, treasury, and other general and administrative related functions of $48.82 million and $19.15 for the year ended December 31, 2021 and for the three months ended March 31, 2022, respectively;
- New insurance premiums of $1.51 million and $0.38 for the year ended December 31, 2021 and for the three months ended March 31, 2022, respectively;
- Software costs of $4.01 million and $1.00 for the year ended December 31, 2021 and for the three months ended March 31, 2022, respectively, related to stand up of Eve's information technology function; and
- Incentive Plan awards granted by the Company of $8.49 million and $2.25 million for the year ended December 31, 2021 and for the three months ended March 31, 2022, respectively, to its employees and directors pursuant to the Incentive Plan. The director awards are subject to certain service vesting conditions and the employee awards are subject to certain service and performance vesting conditions.

Earnings (loss) per Share

Net earnings (loss) per share is calculated using the historical weighted average shares outstanding and the issuance of additional shares in connection with the business combination and other related events, assuming the shares were outstanding since January 1, 2021. As the business combination is being reflected as if it had occurred as of January 1, 2021, the calculation of weighted average shares outstanding for basic and diluted net earnings (loss) per share assumes the shares issued in connection with the business combination have been outstanding for the entire periods presented. Under the maximum redemption scenario, 23,000,000 shares of Class A common stock assumed to be redeemed by Zanite public stockholders are eliminated as of January 1, 2021.

The unaudited pro forma condensed consolidated financial information has been prepared using the number of shares redeemed by holders of Class A common stock as of 5:00 p.m. ET on May 4, 2022, the deadline for submitting redemption requests in connection with the business combination, as follows:

- This scenario presents 21,087,868 shares of Class A common stock redeemed for their pro rata share of the funds in Zanite's trust account for an aggregate redemption payment of approximately $217.29 million.

in thousands, except share data	Year ended December 31, 2021	Period ended March 31, 2022
Pro forma net loss	$ (81,486)	$ (23,792)
Basic and diluted weighted average shares outstanding	270,592,132	270,592,132
Pro forma net loss per share – basic and diluted (1)	$ (0.30)	$ (0.09)
Weighted average shares outstanding – basic and diluted		
EAH (2)	238,500,000	238,500,000
Zanite public stockholders	1,912,132	1,912,132
Zanite Initial Stockholders (3)	8,250,000	8,250,000
Third-Party PIPE Investors	14,730,000	14,730,000
Certain new warrants issued at closing	7,200,000	7,200,000
	270,592,132	**270,592,132**

(1) Outstanding public warrants and private placement warrants are anti-dilutive and are not included in the calculation of diluted net loss per share. Zanite currently has 11,500,000 public warrants and 14,250,000 private placement warrants outstanding. Each warrant entitles the holder to purchase one share of common stock at $11.50 per share. Subject to the terms of the Warrant Agreement, these warrants are not exercisable until 30 days after Closing. In addition, new warrants exercisable for up to 7,200,000 shares of common stock are included in the basic and diluted net loss per share calculation as they are exercisable for little to no consideration upon Closing. Immediately after Closing, certain of the new warrants were exercised to purchase 800,000 shares of common stock for a purchase price of $0.01 per share.

(2) Includes 18,500,000 shares of Common Stock purchased by EAH as part of the PIPE Investment.

(3) Includes (i) 5,050,000 founder shares held by the Sponsor and (ii) and (ii) the 2,500,000 shares of common stock the Sponsor purchased in connection with the PIPE Investment at a purchase price of $10.00 per share, in each case, which were subsequently distributed by the Sponsor to its members at Closing on a pro-rata basis. Also includes 250,000 founder shares held by Ronald D. Sugar, 150,000 founder shares held by John B. Veihmeyer, 150,000 founder shares held by Larry R. Flynn and 150,000 founder shares held by Gerard J. DeMuro.