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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

Eve Holding, Inc.

(Name of Issuer)

Common Stock
(Title of Class of Securities)

29970N 104
(CUSIP Number)

Embraer S.A.
Embraer Aircraft Holding, Inc.
Attn: Fabiana Klajner Leschziner
Avenida Dra. Ruth Cardoso, 8501, 30th floor (part)
Pinheiros, São Paulo, SP, 05425-070, Brazil
(55) 11 3040 6874

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

with copies to:

Paul T. Schnell
Thomas W. Greenberg
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001

May 9, 2022
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of Reporting Persons Embraer Aircraft Holding, Inc.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO, WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 238,500,000
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 238,500,000
11	Aggregate Amount Beneficially Owned by Each Reporting Person 238,500,000	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 90.2%	
14	Type of Reporting Person CO	

1	Names of Reporting Persons Embraer S.A.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) OO, WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Brazil	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 238,500,000
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 238,500,000
11	Aggregate Amount Beneficially Owned by Each Reporting Person 238,500,000	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 90.2%	
14	Type of Reporting Person CO	

Item 1. Security and Issuer.

This statement on Schedule 13D (the “Schedule 13D”) relates to the shares of common stock, par value \$0.001 per share (the “Common Stock”), of Eve Holding, Inc., a Delaware corporation (the “Issuer”), whose principal executive offices are located at 1400 General Aviation Drive, Melbourne, Florida 32935.

Prior to the consummation of the Business Combination (as defined below), the Issuer was known as Zanite Acquisition Corp. (“Zanite”).

Item 2. Identity and Background.

The Schedule 13D is being filed by the following entities (each a “Reporting Person” and collectively, the “Reporting Persons”):

Embraer Aircraft Holding, Inc.
Embraer S.A.

Embraer Aircraft Holding, Inc. (“EAH”) is organized under the laws of the State of Delaware. Embraer S.A. (“Embraer”) is organized under the laws of Brazil. EAH is controlled by Embraer, which owns all of the issued and outstanding shares of EAH’s voting securities.

The business address of EAH is 276 SW 34th St. Ft. Lauderdale, Florida 33315. The business address of Embraer is Avenida Dra. Ruth Cardoso, 8501, 30th floor (part), Pinheiros, São Paulo, SP, 05425-070, Brazil. EAH is a holding company which is principally engaged in the business of holding the interests of Embraer’s operating companies in the United States. Embraer is a global aerospace company headquartered in Brazil that has businesses in commercial and executive aviation, defense and security aviation and agricultural aviation. Embraer designs, develops, manufactures and markets aircraft and systems, in addition to providing services and support to customers after sales.

The name, business address, present principal occupation or employment (including the name, principal business and address of any corporation or other organization in which such employment is conducted) and place of citizenship of each executive officer and director of the Reporting Persons (each of such directors and officers, a “Covered Person” and collectively, the “Covered Persons”) are set forth on Schedule A and Schedule B attached hereto, which are incorporated into this Item 2 by reference.

During the last five years, neither the Reporting Persons, nor, to the Reporting Persons’ knowledge, the Covered Persons (i) have been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) were a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Item 4 below summarizes certain provisions of the Business Combination Agreement (as defined below) that pertain to the securities acquired by the Reporting Persons. On May 9, 2022, upon consummation of the Business Combination, Zanite issued 220,000,000 shares of Class A common stock, par value \$0.0001 per share, of Zanite (the “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 UAM, LLC, a Delaware limited liability company (“Eve”).

In addition, on May 9, 2022, EAH purchased 18,500,000 shares of Class A common stock at a purchase price of \$10.00 per share, for an aggregate purchase price of \$185,000,000. Such purchase was consummated substantially concurrently with the consummation of the Business Combination. EAH obtained the funds for the purchase of these shares from working capital.

Upon consummation of the Business Combination, all of the then issued and outstanding shares of Class A common stock automatically converted into shares of Common Stock on a one-for-one basis for no additional consideration.

Item 4. Purpose of Transaction.

Business Combination

On December 21, 2021, Zanite, Embraer, EAH and Eve entered into a Business Combination Agreement (the “Business Combination Agreement”). On May 9, 2022 (the “Closing Date”), in accordance with the Business Combination Agreement, the closing (the “Closing”) of the transactions contemplated by the Business Combination Agreement (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 the Issuer, which has changed its name to “Eve Holding, Inc.”

Subscription Agreement

In connection with the Business Combination Agreement, Zanite entered into a subscription agreement, dated as of December 21, 2021 (as amended by that certain Amendment to the Subscription Agreement, dated as of April 4, 2022, the “Subscription Agreement”), with EAH. Pursuant to the Subscription Agreement, on May 9, 2022, EAH purchased 18,500,000 shares of Class A common stock from Zanite at a purchase price of \$10.00 per share, for an aggregate purchase price of \$185,000,000. Such investment was consummated substantially concurrently with the Closing.

Stockholders Agreement

On May 9, 2022, in connection with the consummation of the Business Combination and as contemplated by the Business Combination Agreement, the Issuer entered into a Stockholders Agreement (the “Stockholders Agreement”) with EAH and Zanite Sponsor LLC, a Delaware limited liability company (the “Sponsor”). Pursuant to the terms of the Stockholders Agreement, among other things, (a) EAH has the right to nominate five directors to the Issuer’s initial board of directors (the “Board”), three of whom shall satisfy the independence requirements of the New York Stock Exchange (“NYSE”), (b) the Sponsor has the right to nominate one director to the initial Board, and (c) EAH and the Sponsor have the right to jointly nominate one director to the initial Board, who shall satisfy the independence requirements of the NYSE. On March 16, 2022, Zanite and EAH entered into a Strategic Warrant Agreement with Acciona Logística, S.A., pursuant to which the director to be mutually agreed upon by EAH and the Sponsor has been designated by Acciona Logística, S.A.

The Stockholders Agreement further provides that, 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 the 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 the 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 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 Issuer without the prior written consent of EAH: (a) the sale of greater than 30% of the assets or voting securities of the Issuer (subject to certain exceptions); (b) the voluntary liquidation or dissolution of the Issuer; (c) any amendment to or modification of the Issuer’s organizational documents that materially and adversely affects EAH in its capacity as a stockholder of the Issuer; (d) the relocation of the Issuer’s domicile; (e) any change to the Issuer’s corporate name; or (f) any change to the size of the Board.

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 Issuer entered into an Amended and Restated Registration Rights Agreement (the “Registration Rights Agreement”) with EAH, the Sponsor and certain other holders of the Issuer’s equity securities that are party thereto, which provides such parties certain demand and piggyback registration rights with respect to their equity securities in the Issuer. Pursuant to the Registration Rights Agreement, the Issuer 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 Issuer’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.

Put Option Agreements

On December 21, 2021 and March 16, 2022, as applicable, Zanite entered into (a) subscription agreements with certain strategic PIPE Investors (the “Strategic Investors”), pursuant to which such Strategic Investors agreed to purchase 3,000,000 shares of Class A common stock at a purchase price of \$10.00 per share, for an aggregate purchase price of \$30,000,000 (the “Investment”) and (b) warrant agreements with such Strategic Investors, pursuant to which Zanite agreed to issue to such Strategic Investors certain warrants which, if exercised by such Strategic Investors in accordance with the terms and conditions of each such respective warrant agreement, would allow the Strategic Investors to purchase up to 18,650,000 shares of Common Stock at a purchase price of \$0.01 per share (the “penny warrants”). Upon the Closing, one Strategic Investor exercised certain penny warrants issued to it to purchase 800,000 shares of Common Stock for an aggregate purchase price of \$8,000.

Concurrently with the entry into such subscription agreements, EAH entered into a put option agreement with each such Strategic Investor (the “Put Option Agreements”), who were provided with price protections in the amount of up to their Investment. One such Put Option Agreement provides the applicable Strategic Investor with price protections for up to an additional \$20,000 that may be invested by such Strategic Investor to acquire up to 2,000,000 shares of Common Stock upon exercise of certain penny warrants.

Pursuant to the terms of the applicable Put Option Agreements, the Strategic Investors can exercise their put options (A) with respect to 2,000,000 shares of Common Stock, during the ten-year period commencing upon the Closing and, if so exercised, the applicable Strategic Investors would be entitled to receive credits for parts and services that are redeemable against EAH or one of its affiliates, which credits are to be used exclusively by the relevant Strategic Investor or its affiliates at the then prevailing price list specific to such Strategic Investor or its affiliates; (B) with respect to 1,000,000 shares of Common Stock, during the six-month period commencing on June 30, 2023 if the relevant Strategic Investor has negotiated in good faith a potential commercial partnership in regards to eVTOL application within the defense and security technology market (the “Negotiation Period”) and, if so exercised, would require EAH to purchase such shares at a purchase price of \$10.00 per share; and (C) with respect to 2,000,000 shares of Common Stock underlying the warrants issued to such Strategic Investor at the Closing, which warrants are exercisable at a purchase price of \$0.01 per share, during the Negotiation Period and, if so exercised, would require EAH to purchase such shares at a purchase price of \$0.01 per share.

Strategic Warrant Agreement

On March 16, 2022, Zanite entered into a Strategic Warrant Agreement with Acciona Logistica, S.A. (“Acciona”) and EAH (the “Strategic Warrant Agreement”), pursuant to which, at the Closing, the Issuer has issued or agreed to issue to Acciona certain penny warrants to acquire up to 4,500,000 shares of Common Stock. Each warrant is exercisable for a period of five years following its issuance or first permitted exercise date.

The Strategic Warrant Agreement provides Acciona with the non-transferable right to designate a Class I director of the Issuer to serve until the Issuer’s first annual meeting following the Closing (the “First Annual Meeting”), which designee is Mr. José Manuel Entrecanales, the Chairman and Chief Executive Officer of Acciona S.A. Pursuant to the terms of the Strategic Warrant Agreement, the Issuer and EAH will take all necessary action to include such designee in the slate of nominees recommended by the Board for election as Class I directors at the First Annual Meeting, including causing the election of such designee to the Board by nominating such designee to be elected as a Class I director and soliciting proxies in favor of the election of such person.

The foregoing descriptions of the Business Combination Agreement, the Subscription Agreement, the Registration Rights Agreement, the Put Option Agreements and the Strategic Warrant Agreement do not purport to be complete and are qualified in their entirety by the full text of such agreements or the form of such agreements, as applicable, each of which is attached as an exhibit to this Schedule 13D and incorporated herein by reference.

General

The Reporting Persons acquired the securities described in this Schedule 13D in connection with the consummation of the Business Combination and intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons’ review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer’s business, financial condition, operations and prospects; price levels of the Issuer’s securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

Subject to the Registration Rights Agreement, the Reporting Persons may acquire additional securities of the Issuer, or retain or sell or otherwise dispose of all or a portion of the securities then held, in the open market or in privately negotiated transactions or otherwise. In addition, the Reporting Persons may engage in discussions with management, the Board, and stockholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the de-listing or de-registration of the Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer’s business or corporate structure, including changes in management or the composition of the Board. There can be no assurance, however, that any Reporting Person will propose such a transaction, that any proposed transaction would receive the requisite approvals from the respective governing bodies and stockholders, as applicable, or that any such transaction would be successfully implemented.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer.

(a) – (b)

The following sets forth, as of the date of this Schedule 13D, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by each of the Reporting Persons, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition of, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 264,332,132 shares of Common Stock outstanding following the consummation of the Business Combination:

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or to direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition	Shared power to dispose or to direct the disposition
Embraer Aircraft Holding, Inc.	238,500,000	90.2%	0	238,500,000	0	238,500,000
Embraer S.A.	238,500,000	90.2%	0	238,500,000	0	238,500,000

EAH is the record holder of the 238,500,000 shares of Common Stock reported herein. EAH is controlled by Embraer.

To the Reporting Persons' knowledge, none of the Covered Persons directly owns any shares of Common Stock; however, because each Covered Person is a director or executive officer of the Reporting Persons, as applicable, each Covered Person may be deemed to be the beneficial owner of the Common Stock beneficially owned by the Reporting Persons. The Covered Persons disclaim any beneficial ownership of the shares of Common Stock held by the Reporting Persons.

(c) Except as disclosed in this Schedule 13D, none of the Reporting Persons has, and to the Reporting Persons' knowledge, none of the Covered Persons has, effected any transactions in shares of Common Stock during the past 60 days.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 4 above summarizes certain provisions of the Stockholders Agreement, Registration Rights Agreement, the Put Option Agreements and the Strategic Warrant Agreement and is incorporated herein by reference. A copy of each of these agreements is attached as an exhibit to this Schedule 13D, and is incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons nor any of the Covered Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

Exhibit Number	Description
1	Joint Filing Agreement.
2	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 Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed on May 13, 2022).
3	Form of Subscription Agreement, dated as of December 21, 2021 (incorporated by reference to Exhibit 10.17 to the Issuer's Current Report on Form 8-K filed on May 13, 2022).
4	Stockholders Agreement, dated as of May 9, 2022, by and among Eve Holding, Inc., Embraer Aircraft Holding, Inc. and Zanite Sponsor LLC (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed on May 13, 2022).
5	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 (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on May 13, 2022).
6	Form of Put Option Agreement, dated as of December 21, 2021.
7	Form of Strategic Warrant Agreement, dated as of March 16, 2022 (incorporated by reference to Exhibit 99.2 to the Issuer's Current Report on Form 8-K filed on March 16, 2022).

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 19, 2022

EMBRAER AIRCRAFT HOLDING, INC.

By: /s/ Gary Kretz

Name: Gary Kretz

Title: Officer

By: /s/ Michael Klevens

Name: Michael Klevens

Title: Officer

EMBRAER S.A.

By: /s/ Antonio Carlos Garcia

Name: Antonio Carlos Garcia

Title: Executive Vice President & CFO

By: /s/ Fabiana Klajner Leschziner

Name: Fabiana Klajner Leschziner

Title: Executive Vice President, General Counsel & Chief
Compliance Officer

SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF EMBRAER AIRCRAFT HOLDING, INC.

The following table sets forth the name and present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted of each director and executive officer of Embraer Aircraft Holding, Inc. Except as otherwise noted below, the business address of each such person is 276 SW 34th St. Ft. Lauderdale, Florida 33315.

Name	Country of Citizenship	Relationship to Reporting Person	Present Principal Occupation (outside Reporting Person, if any)
Francisco Gomes Neto (1)	Brazil	Director	N/A
Gary J. Spulak	United States of America	Director	Adjunct professor of Florida Atlantic University(2)
Jackson Schneider	Brazil / Italy	Director	N/A
Michael Amalfitano	United States of America	Director	N/A
Johann Christian Jean			
Charles Bordais	France	Director	N/A
Carlos Alberto Griner	Brazil	Director	N/A
Antonio Carlos Garcia (1)	Brazil	Director	N/A
Luis Carlos Marinho Da Silva	Brazil	Director	N/A
Gary Kretz	United States of America	Officer	N/A
Michael Klevens	United States of America	Officer	N/A

(1) The business address of this person is Avenida Dra. Ruth Cardoso, 8501, 30th floor (part), Pinheiros, São Paulo, SP,05425-070, Brazil.

(2) The principal executive offices of Florida Atlantic University, a public research university, are located at 777 Glades Rd, Boca Raton, FL 33431, USA.

SCHEDULE B

DIRECTORS AND EXECUTIVE OFFICERS OF EMBRAER S.A.

The following table sets forth the name and present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted of each director and executive officer of Embraer S.A.. The business address of each such person is Avenida Dra. Ruth Cardoso, 8501, 30th floor (part), Pinheiros, São Paulo, SP, 05425-070, Brazil.

Name	Country of Citizenship	Relationship to Reporting Person	Present Principal Occupation (outside Reporting Person, if any)
Alexandre Gonçalves Silva	Brazil	Chairman	N/A
Raul Calfat			Senior Advisor of RGE Pte Ltd (Singapore) ⁽¹⁾ , Macquarie Serviços Agrícolas Participações Ltda ⁽²⁾ and Bracell SP Celulose Ltda. ⁽³⁾
	Brazil	Vice-President	
Alexandre Magalhães Filho	Brazil	Director	N/A
Claudia Sender Ramirez	Brazil	Director	N/A
Dan Ioschpe	Brazil	Director	N/A
Dejair Losnak Filho	Brazil	Director	N/A
João Cox Neto			Founding Partner and President of Cox Investments & Advisory ⁽⁴⁾
	Brazil	Director	
Kevin G. McAllister	United States of America	Director	Operating Partner of AE Industrial Partners ⁽⁵⁾
Marcelo Kanitz Damasceno			Chief of Brazil's Air Force General Staff ⁽⁶⁾
	Brazil	Director	
Maria Leticia de Freitas Costa			Partner of Prada Assessoria Empresarial Ltda. ⁽⁷⁾
	Brazil	Director	
Pedro Wongtschowski	Brazil	Director	N/A
Sergio Guillinet Fajerman			Partner and Executive Officer – Personnel Department of Itaú Unibanco ⁽⁸⁾
	Brazil	Director	
Todd Messer Freeman	United States of America	Director	Special Advisor to the President of Nordic Aviation Capital ⁽⁹⁾
Francisco Gomes Neto			President and Chief Executive Officer
	Brazil		N/A
Antonio Carlos Garcia			Executive Vice President – Chief Financial and Investor Relations Officer
	Brazil		N/A
Fabiana Klajner Leschziner			Executive Vice President – General Counsel & Chief Compliance Officer
	Brazil		N/A
Jackson Medeiros de F. Schneider			Executive Vice President – Defense and Security
	Brazil		N/A

- (1) The principal executive offices of RGE Pte Ltd (Singapore), a business management consultant, are located at 80 Raffles Place, #50-01 UOB Plaza 1, Singapore 048624.
- (2) The principal executive offices of Macquarie Serviços Agrícolas Participações Ltda., a Brazilian management consultant, are located at Rua Funchal, 418, andar 33, Vila Olimpia, São Paulo, SP, Brazil, Zip Code: 04551-060.
- (3) The principal executive offices of Bracell SP Celulose Ltda., a Brazilian corporation focused in the production and dissolving of wood pulp, are located at Avenida Ismael Coelho de Souza, ARMZ STS14A, Macuco, Santos, SP, Brazil, Zip Code: 11015-315.
- (4) The principal executive offices of Cox Investments & Advisory, an investment and consulting firm, are located at Rua Jacques Félix, 53, Vila Nova Conceição, São Paulo, SP, Brazil, Zip Code: 04509-000.
- (5) The principal executive offices of AE Industrial Partners, a private equity firm, are located at 2500 N Military Trl suite 470, Boca Raton, FL 33431.
- (6) The principal executive offices of Brazil's Air Force, air branch of the Brazilian Armed Forces, are located at Bloco M - Explanada dos Ministerios, Eixo Monumental, DF, Brazil, Zip code: 70095-900.
- (7) The principal executive offices of Prada Assessoria Empresarial Ltda., an investment firm, are located at Rua Tenente Negrão, 140, 14 andar - conjunto 141, Itaim Bibi, São Paulo, SP, Brazil, Zip Code: 04530-030.
- (8) The principal executive offices of Itaú Unibanco, a Brazilian financial services company, are located at Praça Alfredo Egydio de Souza Aranha, 100, T. Olavo Setubal, Piso Itaú Unibanco, Parque Jabaquara, São Paulo, SP, Brazil, Zip Code: 04344-902.
- (9) The principal executive offices of Nordic Aviation Capital, an aircraft leasing company, are located at Gardens International, Henry Street, Limerick City, Ireland.

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree that they are jointly filing this statement on Schedule 13D. Each of them is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the 18th day of May, 2022.

EMBRAER S.A.

By: /s/ Antonio Carlos Garcia
Name: Antonio Carlos Garcia
Title: Executive Vice President & CFO

By: /s/ Fabiana Klajner Leschziner
Name: Fabiana Klajner Leschziner
Title: Executive Vice President, General Counsel & Chief
Compliance Officer

EMBRAER AIRCRAFT HOLDING INC.

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

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

[Signature Page to Joint Filing Agreement]

FORM OF PUT OPTION AGREEMENT¹

This put option agreement (this “**Agreement**”) is made and entered as of December 21, 2021, by and between Embraer Aircraft Holding Inc., a corporation duly organized and validly existing under the General Corporation Law of the State of Delaware (the “**Corporation**”), and [•] (the “[Strategic Investor]”).

WHEREAS, on [•], 2021, [Strategic Investor], [Embraer S.A., a Brazilian corporation (*sociedade anônima*) (“**Embraer**”),] and Eve Soluções de Mobilidade Aérea Urbana Ltda., a Brazilian limited liability company (*sociedade limitada*) [and a Subsidiary (as defined below) of Embraer] (“**Eve**”), entered into a letter of intent (the “**Letter of Intent**”) pursuant to which [the parties are exploring (i) a potential commercial partnership to operate an Air Operator’s Certificate with an aircraft with hybrid/electric propulsion with vertical take-off and landing capabilities with maximum range of no more than 200 nautical miles (370.4 kilometers) (“**eVTOL**”), the terms and conditions of which shall be mutually agreed and reflected in a definitive commercial partnership agreement (the “**Partnership Agreement**”); and (ii) the potential sale and purchase of up to 100 eVTOLs on a firm commitment basis [and the potential grant of an option to purchase an additional 100 eVTOLs], the terms and conditions of which shall be mutually agreed and reflected in a definitive purchase agreement (the “**Purchase Agreement**”)]²;

WHEREAS, [concurrently herewith]³, [Strategic Investor] [is entering]⁴ into a subscription agreement (the “**Subscription Agreement**”) with [Zanite Acquisition Corp.]⁵, a Delaware corporation (“**Pubco**”), pursuant to which [Strategic Investor] [is agreeing]⁶ to subscribe for and purchase from Pubco, and Pubco [is agreeing]⁷ to issue and sell to [Strategic Investor], [•] shares of Pubco’s common stock, par value \$0.0001 per share ([subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to such shares, if applicable,] the “[**Put**]⁸ **Shares**”), for a purchase price of \$10.00 per share ([subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to such shares, if applicable,] the “[**Subscription**] **Per Share Price**”), in connection with the consummation of the transactions contemplated by the Business Combination Agreement (as defined in the Subscription Agreement) pursuant to which Eve will become an indirect wholly owned subsidiary of Pubco [(the “**PIPE Investment**”)]⁸; [and]

- 1 Bracketed and/or footnoted provisions illustrate certain additional or alternative key provisions that were included in the forms specific to each Strategic Investor. Subject to the terms and conditions of each Put Option Agreement, EAH has agreed to provide certain Strategic Investors with price protections in the amount of up to their \$30 million aggregate commitments in the form of credits for parts and services or cash in exchange for the transfer to EAH of the shares of common stock of Eve Holding, Inc. (f/k/a Zanite Acquisition Corp.) held by such Strategic Investors.
- 2 *In place of the bracketed language, certain Put Option Agreements included the following* Embraer and [Strategic Investor] are negotiating, in good faith, the Potential Commercial Partnership (as defined in the Letter of Intent) and the Joint Venture (as defined in the Letter of Intent).
- 3 *In place of the bracketed language, certain Put Option Agreements included the following* on the date hereof.
- 4 *In place of the bracketed language, certain Put Option Agreements included the following* has entered or entered.
- 5 *In place of the bracketed language, certain Put Option Agreements included the following* Eve Holding, Inc. (formerly known as Zanite Acquisition Corp.).
- 6 *In place of the bracketed language, certain Put Option Agreements included the following* agreed.
- 7 *In place of the bracketed language, certain Put Option Agreements included the following* agreed.
- 8 In place of the bracketed language, certain Put Option Agreements included the following: Subscription.

[Certain Put Option Agreements included the following:

WHEREAS, on the date hereof, [Strategic Investor] has entered into a warrant agreement (the "**Warrant Agreement**") with Pubco, pursuant to which Pubco agreed to issue to [Strategic Investor] the Warrant A-1, the Warrant A-2 and the Warrant A-3 (each, as defined in the Warrant Agreement), which, if exercised by [Strategic Investor] in accordance with the Warrant Agreement's terms and conditions, allows [Strategic Investor] to purchase up to [*] shares of Pubco's common stock, par value \$0.0001 per share (the "**Warrant A Shares**" and, together with Subscription Shares, the "**Put Shares**"), for a purchase price of \$0.01 per whole share (the "**Warrant A Per Share Price**" and, each of the Warrant A Per Share Price and the Subscription Per Share Price, a "**Per Share Price**"), in connection with the consummation of the transactions contemplated by the Business Combination Agreement;

WHEREAS, pursuant to the Warrant Agreement, Pubco also agreed to issue to [Strategic Investor] the Warrant B (as defined in the Warrant Agreement), which, if exercised by [Strategic Investor] in accordance with the Warrant Agreement's terms and conditions, allows [Strategic Investor] to purchase up to [*] shares of Pubco's common stock, par value \$0.0001 per share, for a purchase price of \$15.00 per whole share;]

WHEREAS, [Strategic Investor] desires to have the right to sell to the Corporation, or one or more [Affiliates of Embraer]⁹ [[as]designated by the Corporation] [including, without limitation, [Embraer Aircraft Maintenance Services, LLC ("**EAMS**")]¹⁰] (the Corporation[, EAMS[, EACS]]) or such [Affiliates of Embraer]¹¹ designated by the Corporation, the "**Acquiring Entity**"), the Put Shares [immediately upon its purchase of the Put Shares pursuant to the Subscription Agreement], and the Corporation desires to grant such right to [Strategic Investor], pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions. When used in this Agreement, the following terms shall have the following meanings:

"**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.]

⁹ *In place of the bracketed language, certain Put Option Agreements included the following* of the Corporation's Subsidiaries in the United States, as.

¹⁰ *In place of the bracketed language, certain Put Option Agreements included the following* EAMS and EACS, as designated by the Corporation.

¹¹ *In place of the bracketed language, certain Put Option Agreements included the following* Subsidiaries in the United States.

“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 (as defined below) to close.

[**“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.]

[**“Embraer”** means Embraer S.A., a Brazilian corporation (sociedade anônima) that, as of the date hereof, Controls the Corporation.]

[**“EACS”** means Embraer Aircraft Customer Services, LLC, a Delaware limited liability company.]

[**“EAMS”** means Embraer Aircraft Maintenance Services, LLC, a Delaware limited liability company.]

“Governmental Authority” means any nation or government, any state, province, county, municipal or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, tribunal, arbitrator (public or private) or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, bureau, commission or instrumentality of any federal, state, local or foreign jurisdiction, including any public international organization such as the United Nations.

“Law” means any statute, act, law, constitution, treaty, ordinance, code, rule, regulation or order, in each case, of any Governmental Authority, including common law. All references to “Law” shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires.

“Lien” means all liens, mortgages, deeds of trust, pledges, hypothecations, encumbrances, security interests, options, rights of first refusal, rights of first offer, easements, covenants, rights-of-way, rights of priority, licenses, restrictions, claims or other liens of any kind whether consensual, statutory or otherwise.

[**“Permitted Uses”** means the purchase of spare parts and maintenance services directly from the Corporation or from one of its Subsidiaries in the United States (including but not limited to EAMS and EACS) at the then prevailing price list subject to prices provided to [Strategic Investor] (or any of its Affiliates or Subsidiaries) by separate agreement, including payments for spare parts to be delivered in an urgent time schedule when purchased from the Corporation or from one of its Subsidiaries in the United States (including but not limited to EAMS and EACS).]

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

“**Put Period**” means the period during which [Strategic Investor] may exercise the Put Option (as defined below), commencing on [the date [on which it acquires the Put Shares pursuant to the Subscription Agreement]¹² and terminating on the earlier to occur of: (a) [at] 5:00 p.m., New York City time on the tenth (10th) anniversary of [such acquisition date]¹³¹⁴; and (b) [the completion of] the liquidation of the Pubco.

“**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, or one or more of the Subsidiaries of such Person, or a combination thereof.

Section 2. Grant of Put Option.

(a) Right to Sell.

(i) During the Put Period, subject to the terms and conditions of this Agreement, [Strategic Investor] [(or an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement)] shall have the non-transferrable [(except as provided in Section 8)] right, but not the obligation, to cause the Acquiring Entity [(subject to the Corporation’s right of assignment pursuant to Section 8)] to purchase all, and not less than all, of the Put Shares from [Strategic Investor], free and clear of any and all Lien[s] other than those arising under the terms of this Agreement or applicable securities Laws (the “**Put Option**”). For the avoidance of doubt, the Put Option shall not extend to any other Person that acquires any Put Shares for any reason, whether or not during the Put Period, [except as provided in Section 8]¹⁵.

[Certain Put Option Agreements included the following:

(ii) The Put Option and [Strategic Investor]’s rights under this Agreement shall be conditional upon the consummation of the transactions contemplated by the Business Combination Agreement and either (A) either Embraer or Eve failing to negotiate in good faith the Potential Commercial Partnership and the Partnership Agreement (as defined in the Letter of Intent) in regards to eVTOL application within the defense & security technology market, pursuant to the terms of the Letter of Intent, *or* (B) Embraer and [Strategic Investor] having not entered into the Joint Venture on or before June 30, 2023.

(iii) The Put Option shall not be available to [Strategic Investor] if [Strategic Investor] has, at any time prior to the exercise or consummation of the Put Option, failed to negotiate in good faith the Potential Commercial Partnership and the Partnership Agreement in regards to eVTOL application within the defense & security technology market, pursuant to the terms of the Letter of Intent.]

(b) Price per Put [Option] Share.

¹² *In place of the bracketed language, certain Put Option Agreements included the following hereof.*

¹³ *In place of the bracketed language, certain Put Option Agreements included the following the date hereof.*

¹⁴ *In place of the bracketed language, certain Put Option Agreements included the following June 30, 2023, and terminating on the earlier to occur of: (a) 5:00 p.m., New York City time on December 31, 2023.*

¹⁵ *In place of the bracketed language, certain Put Option Agreements included the following and the Put Option may only be exercised once.*

(i) Upon the exercise of the Put Option, the price per share to be paid by the Acquiring Entity [for the Put Shares] shall be [the Per Share Price]¹⁶. [The [Acquiring Entity shall pay the aggregate Per Share Price for all Put Shares by the issuance in writing of a firm, non-transferable (except as permitted by Section 8)]¹⁷ credit in the total amount of [*] million [U.S.] dollars (US\$[*]) to [Strategic Investor] (the "**Special Credit**"), which may only be used by [Strategic Investor] [or its Affiliates, and no other Person, for the purchase of spare parts or maintenance services directly from the Corporation or any of its Subsidiaries in the United States (including, without limitation, EAMS and EACS), at the prevailing price list specific to [Strategic Investor] (or its Affiliates) at the time of such purchase, which prevailing list price, for the avoidance of doubt, shall reflect [Strategic Investor]'s (or such Affiliates') standard discount at the time of such purchase. Except as expressly limited by Section 2(b)(iii),]¹⁸ the Special Credit [will be irrevocable,] will not be subject to any adjustment or forfeiture and will not expire until used in full.]¹⁹

[Certain Put Option Agreements included the following:

(ii) The [aggregate Per]²⁰ Share Price [for the Put Shares] shall be paid exclusively by [issuance]²¹ of the Special Credit as set forth in Section 2(b)(i) above.

(iii) The Special Credit shall not extend to any Person other than [Strategic Investor] [and]²² its Affiliates [or Subsidiaries].]

(c) Put Option Exercise

(i) If [Strategic Investor] desires to exercise the Put Option, [Strategic Investor] [(or an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement)] shall deliver to the Corporation a written notice (the "**Put Exercise Notice**") committing to exercise the Put Option and sell all, and not less than all, of the Put Shares to the Acquiring Entity.

(ii) By delivering the Put Exercise Notice, [Strategic Investor] [(or an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement)] represents and warrants to the Corporation that, as of the Option Closing Date (as defined below), (A) [Strategic Investor] [(or an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement)] is the beneficial owner of the Put Shares and (B) [Strategic Investor] [(or an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement)] holds the Put Shares free and clear of any and all Liens other than those arising under the terms of this Agreement or applicable securities Laws.

¹⁶ *In place of the bracketed language, certain Put Option Agreements included one of the following alternatives (A) equal to ten dollars (\$10.00) (the "**Put Option Share Price**"); or (B) equal to (i) in the case of the Warrant A Shares, the Warrant A Per Share Price and (ii) in the case of the Subscription Shares, the Subscription Per Share Price (each, a "**Put Option Share Price**").*

¹⁷ *In place of the bracketed language, certain Put Option Agreements included the following aggregate Put Option Share Price shall be paid by the Acquiring Entity upon the issuance of a firm, non-transferable.*

¹⁸ *In place of the bracketed language, certain Put Option Agreements included the following (or an Affiliate or a Subsidiary of [Strategic Investor]) for one or more Permitted Uses as determined by [Strategic Investor] in its sole discretion.*

¹⁹ *In place of the bracketed language, certain Put Option Agreements included the following At the Option Closing Date, the Acquiring Entity shall pay, or cause to be paid, the applicable Put Option Share Price, by wire transfer of immediately available funds, to an account designated by [Strategic Investor] in the Put Exercise Notice.*

²⁰ *In place of the bracketed language, certain Put Option Agreements included the following Put Option.*

²¹ *In place of the bracketed language, certain Put Option Agreements included the following use.*

²² *In place of the bracketed language, certain Put Option Agreements included the following or any of.*

(iii) Not later than ten (10) Business Days prior to the Option Closing Date [(as defined below)], the Corporation shall deliver to [Strategic Investor] a written notice designating the Acquiring Entity. [If the Corporation fails to deliver to [Strategic Investor] a written notice designating the Acquiring Entity not later than ten (10) Business Days prior to the Option Closing Date, then the Acquiring Entity shall be the Corporation. Furthermore, if the Acquiring Entity is not the Corporation and the Acquiring Entity fails to consummate the closing of the Put Option as contemplated by Section 2(d), then the Corporation shall thereupon immediately consummate the closing of the Put Option as the Acquiring Entity as contemplated by Section 2(d).]

[Certain Put Option Agreements included the following:

(iv) If a Put Exercise Notice is sent before the Warrant A-1, the Warrant A-2, the Warrant A-3 or the Warrant B has been exercised in accordance with the Warrant Agreement, such non-exercised Warrant A-1, Warrant A-2, Warrant A-3 or Warrant B, as applicable, will no longer be exercisable by [Strategic Investor] and the Corporation will cause Pubco to cancel such non-exercised Warrant A-1, Warrant A-2, Warrant A-3 or Warrant B, as applicable, without any payment being made therefore.]

(d) **Put Option Closing.** Subject to Section 2(a)(ii), the closing of the Put Option shall occur [on a date and time, to be specified by the Corporation, that is]²³ not more than [twenty (20)]²⁴ days[,] after the date of delivery to the Corporation of the Put Exercise Notice [on a date and time, to be reasonably specified by the Corporation] (the "**Option Closing Date**"), and, unless otherwise agreed by the parties hereto in writing, shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, and the following events shall occur: (i) [Strategic Investor] [(or an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement)] shall deliver to the Acquiring Entity a certificate representing the Put Shares, accompanied by stock powers [(or, if the Put Shares are in book entry form, [Strategic Investor] shall instruct the transfer agent to take the appropriate actions to accurately reflect the transfer of the Put Shares to the Acquiring Entity)], and (ii) the Corporation shall [(A)] register on the books and records of Pubco the Acquiring Entity as the owner of, and deliver to the Acquiring Entity a certificate evidencing, the Put Shares [and (B) issue the Special Credit to [Strategic Investor]].

(e) **Cooperation.** Each of the [Corporation, [Strategic Investor] [(or an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement)] and the Acquiring Entity (if not the Corporation)]²⁵ shall take[, or cause its applicable Affiliates to take,] all actions[, including executing and delivering such further agreements, certificates and other instruments and obtaining and delivering any consents and waivers,] as may be reasonably [necessary to consummate]²⁶ the sale of the Put Shares from [Strategic Investor] to the Acquiring Entity [and the issuance and enforceability of the Special Credit, in each case] pursuant to the terms of this Section 2[, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate].

²³ *In place of the bracketed language, certain Put Option Agreements included the following as soon as reasonably practicable, but.*

²⁴ *In place of the bracketed language, certain Put Option Agreements included the following thirty (30).*

²⁵ *In place of the bracketed language, certain Put Option Agreements included the following parties hereto.*

²⁶ *In place of the bracketed language, certain Put Option Agreements included the following required by any other party hereto to further evidence the consummation of the transactions contemplated by this Agreement, including, without limitation,.*

Section 3. Representations and Warranties of the Corporation. The Corporation [(on its own behalf and on behalf of the Acquiring Entity)] hereby represents and warrants to [Strategic Investor] as follows as of the date hereof:

(a) **Incorporation and Organization.** The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to conduct, operate and carry on its business and operations as currently conducted.

(b) **Authority; No Conflicts.** The execution, delivery and performance by the Corporation [(and the Acquiring Entity)] of this Agreement [and]²⁷ the purchase of the Put Shares [upon consummation of]²⁸ the exercise of the Put Option, have been duly authorized, and do not (i) contravene the Corporation's organizational documents, (ii) contravene any material contractual restriction binding on it or require any consent under any material agreement or instrument to which it is a party or by which any of its material properties or assets is bound, (iii) except as provided under this Agreement, result in or require the creation or imposition of any Lien upon any of its material properties or assets or (iv) violate any Law (including, the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder), [rule, regulation, order, writ, judgment, injunction, determination or award,] except, in the case of each of clauses (ii) through (iv), to the extent that the occurrence of the foregoing would not reasonably be expected to prevent or materially delay the [consummation]²⁹ by the Corporation [of the Put Option]³⁰. This Agreement is [a] legal, valid and binding obligation of the Corporation [(and the Acquiring Entity)] enforceable against the Corporation in accordance with its terms, except as such enforceability may be limited by applicable Laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar legal requirement relating to or affecting creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law).

(c) **No Filings, Consents or Approvals.** No filing with, or authorization, approval, consent, license, order, registration, qualification or decree (collectively, "**Consents**") of, any court or any [federal, state, local or] other Governmental Authority or third party is necessary or required by or with respect to the Corporation [(or the Acquiring Entity)] for the execution by the Corporation of this Agreement, or the consummation by [the Corporation of the Put Option]³¹, except for (i) [any]³² filings pursuant to applicable state securities Laws, (ii) such Consents as will have been obtained or made on or prior to the Option Closing Date or (iii) such Consents, the failure [of which] to make or obtain, would not reasonably be expected to prevent or materially delay the consummation by the Corporation [of the closing] of the Put Option.

²⁷ *In place of the bracketed language, certain Put Option Agreements included the following* , including.

²⁸ *In place of the bracketed language, certain Put Option Agreements included the following* and issuance of the Special Credit in accordance herewith as a result of.

²⁹ *In place of the bracketed language, certain Put Option Agreements included the following* performance.

³⁰ *In place of the bracketed language, certain Put Option Agreements included the following* (or the Acquiring Entity) of this Agreement.

³¹ *In place of the bracketed language, certain Put Option Agreements included the following* it of the transactions contemplated by this Agreement.

³² *In place of the bracketed language, certain Put Option Agreements included the following* such.

(d) **[No] Proceedings.** There is no material action, claim, suit, demand, hearing, notice of violation or deficiency, or proceeding pending or, to the Corporation's knowledge, threatened against the Corporation [(or the Acquiring Entity)] by any Governmental Authority or any third party that would reasonably be expected, individually or in the aggregate, to prevent or materially delay the consummation by the Corporation [(or the Acquiring Entity) of the closing] of the Put Option.

[Certain Put Option Agreements included the following:

(e) **Subsidiaries.** (i) EAMS and EACS are the primary operating subsidiaries of Embraer for its U.S. commercial aircraft maintenance and spare parts businesses and (ii) the Corporation Controls each of EAMS and EACS.]

(f) **No Other Representations.** Except for the representations and warranties made by the Corporation that are contained in this Section 3, none of the Corporation or any of its Affiliates, or any of their respective officers, directors, employees, stockholders, agents, advisors or other representatives, or any other Person acting on behalf of the Corporation, makes any representations or warranties, express or implied, and the Corporation hereby expressly disclaims any other representations or warranties made with respect to the Corporation or its Affiliates, the Put Shares, this Agreement or the Put Option or any other transactions referred to in this Agreement.

Section 4. Representations and Warranties of [Strategic Investor]. [Strategic Investor] [(on its own behalf and on behalf of any Affiliate of [Strategic Investor] [that [Strategic Investor] nominates]³³ to hold the Put Shares pursuant to [the terms and conditions of the Warrant Agreement)]³⁴] hereby represents and warrants to the Corporation as follows as of the date hereof:

(a) **Ownership; No Liens.** The Put Shares [are and will remain]³⁵ free and clear of any and all Liens other than those arising under the terms of this Agreement or applicable securities Laws.

(b) **Incorporation and Organization.** [Strategic Investor] is a corporation duly incorporated and in good standing under the laws of [•] and has the requisite corporate power and authority to conduct, operate and carry on its business and operations as currently conducted.

³³ *In place of the bracketed language, certain Put Option Agreements included the following to which [Strategic Investor] assigns its right.*

³⁴ *In place of the bracketed language, certain Put Option Agreements included the following Section 8.*

³⁵ *In place of the bracketed language, certain Put Option Agreements included the following will be, at the closing of the Put Option,.*

(c) **Authority; No Conflicts.** The execution, delivery and performance by [Strategic Investor] of this Agreement [and]³⁶ the sale of the Put Shares [upon consummation of]³⁷ the Put Option, have been duly authorized, and do not (i) contravene [Strategic Investor]'s organizational documents, (ii) contravene any material contractual restriction binding on it or require any consent under any material agreement or instrument to which it is a party or by which any of its material properties or assets is bound, (iii) except as provided under this Agreement, result in or require the creation or imposition of any Lien upon any of its material properties or assets or (iv) violate any Law, except, in the case of each of clauses (ii) through (iv), to the extent that the occurrence of the foregoing would not reasonably be expected to prevent or materially delay the [consummation by [Strategic Investor] of the Put Option]³⁸. This Agreement is [a] legal, valid and binding obligation of [Strategic Investor] enforceable against the [Strategic Investor] in accordance with its terms, except as such enforceability may be limited by applicable Laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar legal requirement relating to or affecting creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law).

(d) **No Filings, Consents or Approvals.** No Consent of any court or any [other] Governmental Authority or third party is necessary or required by or with respect to [Strategic Investor] for the execution by [Strategic Investor] [for the execution by it] of this Agreement, or the consummation by [[Strategic Investor] of the Put Option]³⁹, except for (i) [any]⁴⁰ filings pursuant to applicable state securities Laws, (ii) such Consents as will have been obtained or made on or prior to the Option Closing Date or (iii) such Consents, the failure [of which] to make or obtain[,] would not reasonably be expected to prevent or materially delay the consummation by [Strategic Investor] [of the closing] of the Put Option.

(e) **No Proceedings.** There is no material action, claim, suit, demand, hearing, notice of violation or deficiency, or proceeding pending or, to [Strategic Investor]'s knowledge, threatened against [Strategic Investor] by any Governmental Authorities or any third party that would reasonably be expected, individually or in the aggregate, to prevent or materially delay the consummation by [Strategic Investor] [of the closing] of the Put Option.

(f) **No Reliance.** Notwithstanding anything contained in Agreement, [Strategic Investor] acknowledges and agrees that it has made its own investigation of the Corporation and Pubco. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions, as well as any information, documents or other materials or management presentations that have been [or shall hereafter be] provided to [Strategic Investor] or any of its affiliates or representatives are not and will not be deemed to be representations or warranties of the Corporation. [Strategic Investor] understands that nothing in this Agreement or any other materials presented to [Strategic Investor] in connection with the Put Option constitutes legal, tax or investment advice. [Strategic Investor] has consulted such legal, tax, accounting and investment advisors as it, in its sole discretion, has deemed to be necessary or appropriate in connection with the Put Option, and it relies solely on such advisors and not on any statements or representations of the Corporation or any of the Corporation's agents or representatives with respect to such legal, tax, accounting and investment consequences. [Strategic Investor] understands that it, and not the Corporation, shall be responsible for its own tax liability that may arise as a result of the [sale of the] Put [Option]⁴¹.

³⁶ *In place of the bracketed language, certain Put Option Agreements included the following including.*

³⁷ *In place of the bracketed language, certain Put Option Agreements included the following in accordance herewith as a result of the exercise of.*

³⁸ *In place of the bracketed language, certain Put Option Agreements included the following performance by [Strategic Investor] of this Agreement.*

³⁹ *In place of the bracketed language, certain Put Option Agreements included the following it of the transactions contemplated by this Agreement.*

⁴⁰ *In place of the bracketed language, certain Put Option Agreements included the following such.*

⁴¹ *In place of the bracketed language, certain Put Option Agreements included the following Shares.*

(g) **No Other Representations.** Except for the representations and warranties made by [Strategic Investor] that are contained in this Section 4, none of [Strategic Investor] or any of its Affiliates, or any of their respective officers, directors, employees, stockholders, agents, advisors or other representatives, or any other Person acting on behalf of [Strategic Investor], makes any representations or warranties, express or implied, and [Strategic Investor] hereby expressly disclaims any other representations or warranties made with respect to [Strategic Investor] or its Affiliates, the Put Shares, this Agreement or the Put Option or any other transactions referred to in this Agreement.

Section 5. Amendment and Waiver. This Agreement may be amended by the [Corporation and [Strategic Investor]]⁴² at any time by execution of an instrument in writing signed on behalf of each of the [Corporation and [Strategic Investor]]⁴³. No waiver by any party [hereto] of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, 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. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

Section 6. Severability. The parties hereto 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 [hereto] agree to cooperate to effect an amendment pursuant to Section 5 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 7. 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 [hereto] with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties [hereto], written or oral, which may have related to the subject matter hereof in any way.

⁴² In place of the bracketed language, certain Put Option Agreements included the following parties hereto.

⁴³ In place of the bracketed language, certain Put Option Agreements included the following parties hereto.

Section 8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors. Neither this Agreement nor any right, benefit, remedy, obligation or liability arising hereunder may be assigned by any party hereto 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 [(i)] the Corporation may assign [any and all of] its right [and obligations] [to acquire title to the Put Shares to any other Subsidiary by written notice by the Corporation to [Strategic Investor] as provided in Section 2(c)(iii); provided that any such assignment shall not modify or otherwise limit any obligation of the Corporation hereunder or result in any material impediment to the prompt closing of the Put Option, (ii) upon prior written notice to the Corporation,]⁴⁴ [Strategic Investor] [may assign any and all of its rights and obligations under this Agreement to an Affiliate of [Strategic Investor] that [Strategic Investor] has nominated to hold the Put Shares pursuant to the terms and conditions of the Warrant Agreement or the Subscription Agreement, as applicable; it being understood that, in the event of partial assignment of such rights and obligations by [Strategic Investor], [Strategic Investor] and its Affiliates shall act as a single party under this Agreement and shall only be able to exercise the Put Option once, jointly and with respect to all, and not less than all, of the Put Shares]⁴⁵.

Section 9. Counterparts. This Agreement may be executed [by the parties hereto in multiple counterparts and shall be effective as of the date set forth above when each such party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party hereto. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, email or other electronic means shall have the same effect as the delivery of manually signed documents in person]⁴⁶.

⁴⁴ *In place of the bracketed language, certain Put Option Agreements included the following* under this Agreement to another Person, together with concurrently transferring its ownership interests in Pubco to such same transferee [and]; provided, further, that.

⁴⁵ *In place of the bracketed language, certain Put Option Agreements included one of the following alternatives* (A) may cause one or more of its Subsidiaries to acquire the Put Shares upon an exercise of the Put Option on and subject to the terms hereof. Where the Special Credit has not been issued, the Corporation (or its permitted assignee hereunder), shall, prior to ceasing to Control Embraer's indirect interests in its U.S. aircraft maintenance and spare parts businesses, ensure that the Person or Persons succeeding to Control of such interests shall, concurrently therewith, assume the obligation, directly or by operation of law, to issue and apply the Special Credit subject to and in accordance with terms of Section 2(b)(1); *or* (B) may assign its rights and obligations under this Agreement to any of its Affiliates that succeeds to its ownership interest in the Put Shares; provided that such Affiliate must agree in writing to be bound by the obligations of [Strategic Investor] under this Agreement, and (iii) upon prior written notice to the Corporation, [Strategic Investor] may assign the Special Credit to any of its Affiliates; provided that the Special Credit shall remain subject to the terms of this Agreement. If the Corporation (or its permitted assignee hereunder), at any time prior to the issuance of the Special Credit, ceases to Control Embraer's indirect interests in its U.S. aircraft maintenance and spare parts businesses, then the Corporation shall ensure that the Person or Persons succeeding to Control such interests shall, concurrently therewith, assume the obligation, directly or by operation of law, to issue and apply the Special Credit subject to and in accordance with the terms of Section 2(b)(i).

⁴⁶ *In place of the bracketed language, certain Put Option Agreements included the following* in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 10. 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 [Corporation and [Strategic Investor]]⁴⁷ 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 [without having to prove the inadequacy of any other remedy that it may have at Law or in equity and without being required to post bond or other security]. 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 11. 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) [two Business Days after being sent internationally if sent by an internationally recognized overnight courier guaranteeing two-Business Day delivery; (c) one Business Day after being [sent domestically if] sent by an internationally recognized [overnight]⁴⁸ courier guaranteeing overnight delivery; (e) on the date of transmission, if delivered by email, with confirmation of transmission; [or (d) on the fifth 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 Corporation (or an Acquiring Entity), to:
- Embraer Aircraft Holding Inc.
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

[and to:]

EVE UAM, LLC
276 SW 34th Street
Fort Lauderdale, FL 33315
Attention: Flávia Pavie
Email: fpavie@eveairmobility.com

- (b) if to [Strategic Investor], to:

[•]
[•]

⁴⁷ In place of the bracketed language, certain Put Option Agreements included the following each of the parties hereto.

⁴⁸ In place of the bracketed language, certain Put Option Agreements included the following next Business Day.

Attention: [•]
Email: [•]

with copies to (which shall not constitute notice):

[•]
[•]

Attention: [•]
Email: [•]

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 11](#) is used, the earliest notice date established as set forth in this [Section 11](#) shall control.

Section 12. Interpretation: Absence of Presumption. 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 a Section, such reference is to a Section of this Agreement;
- (b) the headings preceding the text of 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) references to “day” or “days” are to calendar days;
- (h) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;
- (i) references to a Person are also to its successors and permitted assigns;
- (j) 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; and

(k) with regard to each and every term and condition of this Agreement and any and all agreements and instruments subject to the terms hereof, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration will be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any agreement or instrument subject hereto.

Section 13. 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]⁴⁹, 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 14. Jurisdiction; [Venue;] WAIVER OF JURY TRIAL.

(a) Any claim, action, suit, proceeding or litigation based upon, arising out of or related to this Agreement must be brought in the [Court of Chancery of the State of Delaware]⁵⁰ (or, to the extent such court does not have subject matter jurisdiction, [the Superior Court of the State of Delaware]⁵¹), or, if it has or can acquire jurisdiction, in the United States District Court for the District of [Delaware]², and each of the parties [hereto] irrevocably (i) submits to the exclusive jurisdiction of each such court in any such proceeding or claim, action, suit, proceeding or litigation, (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]⁵³ claim, action, suit, proceeding or litigation shall be heard and determined only in any such court, [and] (iv) agrees not to bring any claim, action, suit, proceeding or litigation [based upon,] arising out of or relating to this Agreement in any other court [and (v) consents to service of any process, summons, notice or document that may be served in any such claim, action, suit, proceeding or litigation by delivery thereof in accordance with the provisions of Section 11]. 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 claim, action, suit, proceeding or litigation brought pursuant to this Section 14(a).

(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].

⁴⁹ *In place of the bracketed language, certain Put Option Agreements included the following* New York.

⁵⁰ *In place of the bracketed language, certain Put Option Agreements included the following* United States District Court for the Southern District of New York.

⁵¹ *In place of the bracketed language, certain Put Option Agreements included the following* any New York state court located in the Southern District of New York.

⁵² *In place of the bracketed language, certain Put Option Agreements included the following* New York.

⁵³ *In place of the bracketed language, certain Put Option Agreements included the following* such.

[Certain Put Option Agreements included the following:]

Section 15. Similar Terms. The terms and conditions of this Agreement (other than those related to number of Put Shares, governing Law and jurisdiction) are substantially similar to the material terms and conditions of any other put option (or side letter or similar agreement in respect thereof) entered into, or to be entered into, on or prior to the second anniversary of the closing of the Business Combination Agreement, with any other similarly situated strategic investor operating in the United States of America in connection with the transactions contemplated by the Business Combination Agreement, including the PIPE Investment.]

[Certain Put Option Agreements included the following:]

Section 15. Termination. This Agreement shall automatically terminate upon the earlier to occur of (i) the expiration of the Put Period [without the exercise of the Put Option] and (ii) the termination of the Business Combination Agreement.]

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EMBRAER AIRCRAFT HOLDING INC.

By: _____
Name:
Title:

[•]

By: _____
Name:
Title:

[Signature Page to Put Option Agreement]