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The distribution of the attached Consent Solicitation Statement in certain jurisdictions may be restricted by law. Persons into whose possession the attached Consent Solicitation Statement comes are required by each of the Obligors, the Solicitation Agent, the Information and Tabulation Agent and the Trustee to inform themselves about, and to observe, any such restrictions, including any restrictions on forwarding or distributing the attached Consent Solicitation Statement to another person. None of the Obligors, the Solicitation Agent, the Information and Tabulation Agent or the Trustee is responsible for the compliance by such persons with such restrictions.

Confirmation of your representation: You have been sent the attached Consent Solicitation Statement on the basis that you have confirmed to each of the Obligors, the Solicitation Agent, the Information and Tabulation Agent and the Trustee (each as defined in the Consent Solicitation Statement), being the senders of the attached, that (i) you are not a person to whom it is unlawful to send the attached Consent Solicitation Statement or make the proposal under applicable laws and regulations, and (ii) you consent to delivery by electronic transmission.

This Consent Solicitation Statement has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of the Obligors, the Solicitation Agent, the Information and Tabulation Agent, the Trustee or any person who controls, or is a director, officer, employee or agent of any of the Obligors, the Solicitation Agent, the Information and Tabulation Agent or the Trustee nor any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Consent Solicitation Statement distributed to you in electronic format and the hard copy version available to you on request from the Information and Tabulation Agent at the addresses specified at the end of the Consent Solicitation Statement.

You are reminded that the attached Consent Solicitation Statement has been delivered to you on the basis that you are a person into whose possession this Consent Solicitation Statement may lawfully be delivered in accordance with the laws of the jurisdiction in which you are located.

Restrictions: Nothing on this electronic transmission constitutes an offer of, or an invitation to offer, securities for sale in the United States or any other jurisdiction.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

CONSENT SOLICITATION STATEMENT DATED MARCH 10, 2020



YABORÃ INDÚSTRIA AERONÁUTICA S.A.

(a company (*sociedade anônima*) organized under the laws of the Federative Republic of Brazil)
a wholly-owned subsidiary of

EMBRAER S.A.

(a company (*sociedade anônima*) organized under the laws of the Federative Republic of Brazil)

**Solicitation of Consents by Yaborã Indústria Aeronáutica S.A.
relating to the Proposed Amendments to the Indentures
Governing the Notes Referred to Below**

THE CONSENT SOLICITATION (AS DEFINED BELOW) IN RESPECT OF EACH SERIES OF NOTES (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 16, 2020, UNLESS OTHERWISE EXTENDED (SUCH TIME AND DATE WITH RESPECT TO THE CONSENT SOLICITATION, AS IT MAY BE EXTENDED BY YABORÃ INDÚSTRIA AERONÁUTICA S.A. IN ITS SOLE DISCRETION IN RESPECT OF ONE OR MORE OF THE SERIES OF NOTES, THE “EXPIRATION DEADLINE”). A HOLDER MAY REVOKE ITS CONSENT IN RESPECT OF THE RELEVANT SERIES OF NOTES AT ANY TIME PRIOR TO (BUT NOT AFTER) THE REVOCATION DEADLINE (AS DEFINED BELOW).

Subject to the terms and conditions set forth in this Consent Solicitation Statement (as may be amended or supplemented from time to time, the “**Consent Solicitation Statement**”), Yaborã Indústria Aeronáutica S.A. (a company (*sociedade anônima*) organized under the laws of the Federative Republic of Brazil) (“**Yaborã**”, the “**Company**”, “**we**”, “**us**” or “**our**”) is hereby soliciting consents (“**Consents**”) (such solicitation with respect to each series of Notes or collectively, as the context requires, the “**Consent Solicitation**”) of Holders (as defined below) of each series of notes set forth in the table below (the “**Notes**”) for the Proposed Amendments (as defined below) to the relevant Indenture (as defined below) governing the relevant series of Notes.

Title of Security	CUSIP and ISIN Nos.	Outstanding Principal Amount	Consent Fee⁽¹⁾
5.150% Notes due 2022	CUSIP: 29082AAA5 ISIN: US29082AAA51	US\$500,000,000	US\$1.50
5.696% Notes due 2023	CUSIP: 29081YAD8 and G30376AB6 ISIN: US29081YAD85 and USG30376AB69	US\$540,518,000	US\$1.50
5.050% Notes due 2025	CUSIP: 29082HAA0 ISIN: US29082HAA05	US\$1,000,000,000	US\$1.50
5.400% Notes due 2027	CUSIP: 29082HAB8 ISIN: US29082HAB87	US\$750,000,000	US\$1.50

(1) Subject to the terms and conditions set forth herein, the Consent Fee (as defined herein) for the Consent Solicitation with respect to each series of Notes is an amount in cash per US\$1,000 aggregate principal amount of the applicable series of Notes, which is payable to Holders of Notes whose properly executed Consents are received (and not validly revoked) prior to the applicable Expiration Deadline and shall be paid promptly after Yaborã has accepted Consents in respect of the relevant series of Notes and after all conditions to the Consent Solicitation in respect of the relevant series of Notes shall have been satisfied or waived. The Consent Fee payable in respect of each series of Notes will be paid by Embraer Overseas (as defined below).

The Proposed Amendments are being sought in connection with the joint venture between Embraer S.A. (“**Embraer**”) and The Boeing Company (“**Boeing**”) for a strategic partnership in connection with Embraer’s commercial aviation business (the “**Joint Venture**”). Yaborã is the company that will, upon consummation of the transaction, hold the commercial aviation assets of Embraer and Boeing that are to be part of the Joint Venture. Yaborã is currently wholly-owned by Embraer. On January 1, 2020, in preparation for the consummation of the Joint Venture, Embraer implemented the internal separation and transfer, by Embraer, of assets, liabilities, properties, rights and obligations related to the commercial aviation business unit of Embraer to Yaborã. Upon consummation of the Joint Venture, Embraer will, directly or indirectly, hold 20% of the share capital of Yaborã and Boeing will, directly or indirectly, hold 80% of the share capital of Yaborã. For a more detailed description of the Joint Venture, see “The Joint Venture” below.

In preparation for the consummation of the Joint Venture, if the Proposed Amendments become operative, Yaborã intends to take the appropriate actions as soon as practicable to (i) delist the NYSE Listed Notes (as defined below) from the New York Stock Exchange and (ii) suspend the Yaborã’s U.S. Securities and Exchange Commission (“**SEC**”) reporting obligations under the Exchange Act. As a result, Yaborã will no longer be subject to periodic reporting requirements of Section 12(b) of the Exchange Act and Yaborã will no longer be required under the Exchange Act to continue filing annual reports and current reports with the SEC. The purpose of the Consent Solicitation in respect of each series of Notes is to amend the reporting covenants in the Indenture governing such series of Notes so that in the event that (and for so long as) Yaborã’s SEC reporting Parent Company (as defined below) provides an unconditional guarantee of the Company’s payment obligations under the relevant Indenture governing the relevant series of Notes, Yaborã’s SEC Reporting Parent Guarantor (as defined below) will file annual and, if applicable, interim financial statements with the SEC by the applicable due dates for such filings in order to satisfy reporting obligations under the relevant series of Notes. In addition, the Proposed Amendments also provide that the listing obligations in respect of the relevant series of Notes shall be suspended for so long as Yaborã’s SEC reporting Parent Company provides an unconditional guarantee of the Company’s payment obligations under the relevant Indenture governing the relevant series of Notes. For a more detailed description of the Proposed Amendments, see “The Purpose and Effect of the Consent Solicitation”.

As of the date of this Consent Solicitation Statement, the aggregate principal amount of outstanding Notes is as set forth in the table on the cover page of this Consent Solicitation Statement. If validly executed Consents from Holders in respect of a majority in aggregate principal amount of the outstanding Notes of the relevant series (excluding the aggregate principal amount of any Notes owned by any Obligor (as defined below) or their respective affiliates) (in relation to each separate series of Notes, the “**Requisite Consents**”) are received at or prior to the applicable Expiration Deadline and not validly revoked and all other conditions to the Consent Solicitation in respect of the relevant series of Notes are satisfied or waived, upon acceptance by Yaborã, as promptly as practicable following the applicable Expiration Deadline, each such Holder who consents by transferring and surrendering Notes to the Information and Tabulation Agent in accordance with DTC’s ATOP procedures at or prior to the applicable Expiration Deadline (each, a “**Consenting Holder**”) will be paid a cash payment (the “**Consent Fee**”) equal to US\$1.50 in cash for each US\$1,000 in principal amount of the Notes with respect to which such Consents are received. The Consent Fee payable in respect of each series of Notes will be paid by Embraer Overseas.

Payment of the Consent Fee in respect of the Consent Solicitation in respect of each series of Notes is subject to the acceptance by Yaborã of Consents in respect of the relevant series of Notes and the satisfaction or waiver of certain conditions described below. See “The Consent Solicitation—Conditions to the Consent Solicitation” below.

As of the date of this Consent Solicitation Statement, all of the Notes were held through The Depository Trust Company (“**DTC**”) by participants in DTC (“**DTC Participants**”), who are referred to herein as “**Holders**”. The Consent Solicitation is being conducted to be eligible for use of the Automated Tender Offer Program (“**ATOP**”) of the DTC following the procedures set forth below under “The Consent Solicitation”. A beneficial owner of an interest in a Note (a “**Beneficial Owner**”) held through a DTC Participant must properly instruct such DTC Participant to cause a Consent to be given (and not validly revoked) by such DTC Participant with respect to such Note.

Yaborã expressly reserves the right for any reason to (i) extend, abandon, terminate or amend the Consent Solicitation in relation to one or more series of Notes at any time, and (ii) not extend the relevant Consent

Solicitation beyond the last previously announced applicable Expiration Deadline whether or not the Requisite Consents in relation to the relevant series of Notes have been received by such date.

The Consent Solicitation does not constitute a solicitation of a Consent in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation. Additionally, this Consent Solicitation Statement does not constitute an offer to sell nor the solicitation of an offer to buy any Notes or any other securities of Yaborã, Embraer, Embraer Overseas Limited (a Cayman Islands exempted company incorporated with limited liability) (“**Embraer Overseas**”) or Embraer Netherlands Finance B.V. (a private company with limited liability incorporated under the laws of the Netherlands) (“**Embraer Finance**”, and together with Yaborã, Embraer and Embraer Overseas, each an “**Obligor**”).

The Solicitation Agent for the Consent Solicitation is:

Citigroup

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IMPORTANT NOTICES

No person has been authorized to give any information or make any representations other than those contained in this Consent Solicitation Statement. If given or made, such information or representations must not be relied upon as having been authorized by any of the Obligors, Citigroup Global Markets Inc. (the “**Solicitation Agent**”), Global Bondholder Services Corporation (the “**Information and Tabulation Agent**”), The Bank of New York Mellon (the “**Trustee**”) or any other person. The statements made in this Consent Solicitation Statement are made as of the date of this Consent Solicitation Statement and the delivery of this Consent Solicitation Statement shall not, under any circumstances, create any implication that the information contained in this Consent Solicitation Statement is correct after the date of this Consent Solicitation Statement.

The Consent Solicitation is not being made to, and no Consents are being solicited from, Holders or Beneficial Owners of Notes in any jurisdiction in which it is unlawful to make such solicitation or grant such Consents. However, Yaborã may in its discretion take such action as it may deem necessary to make the Consent Solicitation in any such jurisdiction and to extend the Consent Solicitation to Holders in such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Consent Solicitation to be made by a licensed broker or dealer, the Consent Solicitation will be deemed to be made on behalf of Yaborã by the Solicitation Agent or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

The making of the Consent Solicitation and the payment of the Consent Fee, as applicable, may be restricted by law in some jurisdictions. Persons into whose possession this Consent Solicitation Statement comes must inform themselves about and observe these restrictions.

If you have sold or otherwise transferred all of your Notes, please forward this document to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee.

None of the Obligors, the Solicitation Agent, the Information and Tabulation Agent and the Trustee nor any of their respective affiliates, expresses any opinion as to the merits of the Consent Solicitation or the Proposed Amendments. Furthermore, none of the Obligors, the Solicitation Agent, the Information and Tabulation Agent and the Trustee, nor any of their respective affiliates, has made or will make any assessment of the impact of the Consent Solicitation or the Proposed Amendments on the interests of the holders of the Notes, or makes any recommendation as to whether Consents to the Proposed Amendments should be given.

The Trustee has not been involved in the Solicitation or in formulating the Solicitation and makes no representation that all information has been disclosed to Holders in this Consent Solicitation Statement. The Trustee has not made any investigation of the effect of the Proposed Amendments on individual holders of the Notes and makes no recommendation as to whether Consents to the Proposed Amendments should be given. If the Requisite Consents are obtained, the Trustee will, upon receipt by the Trustee of the required documentation in form and substance reasonably satisfactory to the Trustee, promptly enter into the relevant Supplemental Indenture (as defined below) and give effect to the Proposed Amendments in relation to the relevant series of Notes.

Recipients of this Consent Solicitation Statement and the accompanying materials should not construe its contents as legal, business or tax advice. Each recipient should consult its own attorney, business advisor and tax advisor as to legal, business, tax and related matters concerning the Consent Solicitation.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Consent Solicitation Statement includes forward-looking statements. All statements, other than statements of historical fact, included in this Consent Solicitation Statement regarding our financial condition or regarding future events or prospects are forward-looking statements. The words “aim”, “anticipate”, “believe”, “continue”, “estimate”, “expect”, “future”, “help”, “intend”, “may”, “plan”, “shall”, “should” and “will” or the negative or other variations of them, as well as other statements regarding matters that are not historical fact, are or may constitute forward-looking statements. Yaborā has based these forward-looking statements on management’s current view with respect to future events. These views reflect the best judgment of the management of Yaborā but involve a number of risks, uncertainties and assumptions, including those set forth in the public disclosures made by the Obligor (see “Available Information”). Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may differ materially from those predicted in our forward-looking statements and from past results, performance or achievements. All forward-looking statements contained in this Consent Solicitation Statement are qualified in their entirety by this cautionary statement.

Except to the extent required by applicable law, we do not intend to update or revise any forward-looking statements whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributable to the Obligor, or persons acting on their behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Consent Solicitation Statement. As a result of these risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements.

SUMMARY

The following summary is provided solely for the convenience of the Holders of Notes. This summary is not intended to be complete and is qualified in its entirety by reference to the full text and more specific details contained elsewhere in this Consent Solicitation Statement and any amendments or supplements hereto. This Consent Solicitation Statement contains important information that should be read carefully before any decision is made with respect to the Consent Solicitation. Holders of Notes are urged to read this Consent Solicitation Statement in its entirety. Each of the capitalized terms used in this summary and not defined herein has the meaning set forth elsewhere in this Consent Solicitation Statement.

The Company Yaborã, which is currently, until the consummation of the Joint Venture, a wholly-owned subsidiary of Embraer. Yaborã is the issuer of the 2022 Notes and the guarantor of the 2023 Notes, the 2025 Notes and the 2027 Notes (each as defined below).

The Issuers..... The 2023 Notes are issued by Embraer Overseas and the 2025 Notes and the 2027 Notes are issued by Embraer Finance, each of which are wholly-owned subsidiaries of Yaborã.

The New Embraer Guarantees On the date of this Consent Solicitation Statement Embraer has, pursuant to the New Embraer Guarantees (as defined below), irrevocably and unconditionally (subject to the termination provision referred to below) guaranteed the payment obligations under the Notes and the relevant Indenture. For the avoidance of doubt, the New Embraer Guarantees are now in effect and are therefore not conditioned upon the Proposed Amendments being made.

The New Embraer Guarantees shall automatically terminate on the date that Embraer ceases to own 100% of the share capital of Yaborã (the “**Embraer Guarantee Termination Date**”).

The Notes Yaborã is seeking amendments to the terms of the Notes of the following series:

Title of Security CUSIP and ISIN	Aggregate Outstanding Principal Amount
5.150% Notes due 2022 (CUSIP: 29082AAA5; ISIN: US29082AAA51)	US\$500,000,000
5.696% Notes due 2023 (CUSIP: 29081YAD8 and G30376AB6; ISIN: US29081YAD85 and USG30376AB69)	US\$540,518,000
5.050% Notes due 2025 (CUSIP: 29082HAA0; ISIN: US29082HAA05)	US\$1,000,000,000
5.400% Notes due 2027 (CUSIP: 29082HAB8; ISIN: US29082HAB87)	US\$750,000,000

The Indentures The indentures governing the Notes (as supplemented, each an “**Indenture**”, which term includes each supplemental indenture entered into in connection with such Indenture) are as follows:

- (a) the 5.150% Notes due 2022 issued by Yaborã (the “**2022 Notes**”) are governed by an indenture dated June 15, 2012 between Embraer (as issuer) and the Trustee, as supplemented by (i) a first supplemental indenture dated June 15, 2012 between Embraer (as issuer) and the

Trustee, (ii) a second supplemental indenture dated January 1, 2020 between Embraer (as predecessor issuer), Yaborã (as successor issuer) and the Trustee, and (iii) a third supplemental indenture dated March 10, 2020 between Yaborã (as issuer), Embraer (as guarantor) and the Trustee;

- (b) the 5.696% Notes due 2023 issued by Embraer Overseas and guaranteed by Yaborã (the “**2023 Notes**”) are governed by an indenture dated September 16, 2013 between Embraer Overseas (as issuer), Embraer (as guarantor) and the Trustee, as supplemented by (i) a first supplemental indenture dated January 1, 2020 between Embraer Overseas (as issuer), Embraer (as predecessor guarantor), Yaborã (as successor guarantor) and the Trustee, and (ii) a second supplemental indenture dated March 10, 2020 between Embraer Overseas (as issuer), Yaborã (as guarantor), Embraer (as additional guarantor) and the Trustee;
- (c) 5.050% Notes due 2025 issued by Embraer Finance and guaranteed by Yaborã (the “**2025 Notes**”) are governed by an indenture dated June 15, 2015 between Embraer Finance (as issuer), Embraer (as guarantor) and the Trustee (the “**Base Indenture**”), as supplemented by (i) a first supplemental indenture date June 15, 2015 between Embraer Finance (as issuer), Embraer (as guarantor) and the Trustee (relating to the 2025 Notes), (ii) a second supplemental indenture dated June 15, 2015 between Embraer Finance (as issuer), Embraer (as guarantor) and the Trustee (relating to the 2027 Notes (as defined below)), (iii) a third supplemental indenture dated January 1, 2020 between Embraer Finance (as issuer), Embraer (as predecessor guarantor), Yaborã (as successor guarantor) and the Trustee (relating to the 2025 Notes), (iv) a fourth supplemental indenture dated January 1, 2020 between Embraer Finance (as issuer), Embraer (as predecessor guarantor), Yaborã (as successor guarantor) and the Trustee (relating to the 2027 Notes), (v) a fifth supplemental indenture dated March 10, 2020 between Embraer Finance (as issuer), Yaborã (as guarantor) and Embraer (as additional guarantor) and the Trustee (relating to the 2025 Notes), and (vi) a sixth supplemental indenture dated March 10, 2020 between Embraer Finance (as issuer), Yaborã (as guarantor), Embraer (as additional guarantor) and the Trustee (relating to the 2027 Notes); and
- (d) 5.400% Notes due 2027 issued by Embraer Finance and guaranteed by Yaborã (the “**2027 Notes**”) are governed by the Base Indenture, as supplemented by the supplemental indentures referred to in paragraph (c) above.

Expiration Deadline The Consent Solicitation will expire at 5:00 p.m., New York City time, on March 16, 2020, unless extended by Yaborã, in its sole discretion, in respect of one or more of the series of Notes.

Effective Time The time at which the Requisite Consents in respect of the relevant series of Notes have been received, Yaborã has delivered all necessary documents to the Trustee and the relevant Supplemental Indenture (as defined below) in respect of the relevant series of Notes has been executed. The Proposed Amendments in respect of the relevant series of Notes will become effective at the applicable Effective Time and, if the applicable Effective Time is earlier than the applicable Expiration Deadline, then the applicable Effective Time will be the latest time at which Holders can validly revoke Consents.

Amendments Operative	The Proposed Amendments with respect to each series of Notes will be effected by a supplemental indenture to be entered into in respect of the relevant series of Notes (each a “ Supplemental Indenture ”), which will be executed by the parties thereto upon receipt of the Requisite Consents in respect of the relevant series of Notes. However, the relevant Supplemental Indenture and the Proposed Amendments contained therein will not become operative, and the Consent Fee in respect of the relevant series of Notes will not become payable, unless all conditions to the Consent Solicitation in respect of such series of Notes are satisfied or waived and payment of the Consent Fee in respect of the relevant series of Notes is made.
Consent Fee	For each US\$1,000 principal amount of Notes of the relevant series, a cash payment of US\$1.50. The Consent Fee payable in respect of each series of Notes will be paid by Embraer Overseas.
Eligibility to Receive Consent Fee	Holder of Notes whose properly executed Consents are received (and not validly revoked) prior to the applicable Expiration Deadline will be eligible to receive the Consent Fee promptly after Yaborã has accepted Consents in respect of the relevant series of Notes and after all conditions to the Consent Solicitation in respect of the relevant series of Notes shall have been satisfied or waived.
Requisite Consents	Holder of Notes must electronically deliver (and not validly revoke) valid Consents in respect of a majority in aggregate principal amount of the outstanding Notes of the relevant series (excluding the aggregate principal amount of any Notes owned by any Obligor or their respective affiliates) to approve the Proposed Amendments in relation to such series of Notes. As of the date of this Consent Solicitation Statement, no Notes were held by any Obligor or, to the knowledge of the Obligors, any of their respective affiliates.
Conditions	Consummation of the Consent Solicitation in respect of each series of Notes is conditioned upon (i) receipt of the Requisite Consents for that series of Notes, (ii) receipt of the Requisite Consents for each other series of Notes, and (iii) the satisfaction or waiver of the other conditions to such Consent Solicitation set forth under “The Consent Solicitation—Conditions to the Consent Solicitation”, each of which may be waived by Yaborã with respect to one or more series of Notes at any time. If the Requisite Consents for one or more series of Notes have not been obtained or the other conditions to the Consent Solicitation for that series of Notes have not been satisfied or waived by the applicable Expiration Deadline, Yaborã may, in its sole discretion and without limitation, extend the Consent Solicitation for one or more series of Notes in order to seek to obtain the Requisite Consents or seek to satisfy such other conditions.
U.S. Federal Income Tax Considerations	For a summary of certain U.S. federal income tax considerations generally applicable to beneficial U.S. Holders (as defined below) of the Notes resulting from the Consent Solicitation, the Proposed Amendments and the Consent Fee, see “Taxation—U.S. Federal Income Tax Considerations”.
Brazilian Tax Considerations	For a summary of certain Brazilian tax considerations generally applicable to Non-Resident Holders (as defined below) of the Notes resulting from the Consent

Solicitation, the Proposed Amendments and the Consent Fee, see “Taxation—Certain Brazilian Tax Considerations”.

Consequences to Non-Consenting Holders

If the Requisite Consents in respect of a majority in aggregate principal amount of the outstanding Notes of the relevant series are obtained and the Proposed Amendments in respect of such series of Notes are effected, non-Consenting Holders of Notes of such series will be bound by the Proposed Amendments to the relevant Indenture but will not be eligible to receive the Consent Fee.

Procedure for Electronic Delivery of Consents

As of the date of this Consent Solicitation Statement, all of the Notes were held through DTC by DTC Participants. The Consent Solicitation is being conducted to be eligible for use of ATOP following the procedures set forth below under “The Consent Solicitation”. A Beneficial Owner in respect of a Note held through a DTC Participant must properly instruct such DTC Participant to cause a Consent to be given (and not validly revoked) by such DTC Participant with respect to such Note. See “The Consent Solicitation—Procedures for Consenting”.

Blocking of Notes in respect of which Consents have been Electronically Delivered

Notes for which a Consent has been electronically delivered through ATOP as part of the Consent Solicitation prior to the applicable Expiration Deadline will be held under a temporary CUSIP number during the period beginning at the time the DTC Participant electronically delivers a Consent and ending on the earlier of (i) the applicable Expiration Deadline and (ii) the date on which the DTC Participant withdraws its Consent prior to the applicable Effective Time. During the period that Notes are held under a temporary CUSIP number or numbers, such Notes will not be freely transferable to third parties and will be blocked.

Revocation of Consents

A Holder may revoke its Consent in respect of the relevant series of Notes at any time prior to (but not after) the earlier of the applicable Effective Time and the applicable Expiration Deadline (the “**Revocation Deadline**”). The procedures for revocation of Consents are specified under “The Consent Solicitation—Procedures for Consenting—Revocation of Consents”.

The Proposed Amendments

The purpose of the Consent Solicitation in relation to each series of Notes is to amend the Indenture with respect to such series of Notes to implement the Reporting Covenant Amendments (as defined below) and the Listing Covenant Amendments (as defined below).

Reporting Covenant Amendments

In lieu of filing reports pursuant to the reporting requirements of the SEC, the Reporting Covenant Amendments modify the Indenture governing the relevant series of Notes to amend the provision of the reporting requirements covenant in the relevant Indenture so that Yaborã’s financial reporting obligation will be satisfied by providing the Trustee and the Holders of the Notes with (or by publishing on its website or the website of its Parent Company (as defined below)) (i) annual audited consolidated financial statements within 120 days of the end of each fiscal year and (ii) unaudited quarterly financial statements within 60 days of the end of each of the first three fiscal quarters in each year, in each case prepared in accordance with applicable generally accepted accounting principles.

In addition, the Reporting Covenant Amendments further modify the Indenture governing the relevant series of Notes to provide that if, and for so long as (a) Yaborã is an SEC Reporting Company (as defined below) or (b) the relevant series of Notes is guaranteed by an SEC Reporting Parent Guarantor (as defined below), Yaborã shall be entitled to elect, by notice to the Trustee and the Holders of the relevant series of Notes, that Yaborã's GAAP Reporting Obligation in respect of the relevant series of Notes shall be satisfied if Yaborã or the SEC Reporting Parent Guarantor, as the case may be, complies with its obligations under the Exchange Act (as defined below) to file annual and, if applicable, interim financial statements with the SEC by the applicable due dates for such filings in lieu of providing financial statements of Yaborã pursuant to the GAAP Reporting Obligation (as defined below).

If the Reporting Covenant Amendments are effected, Yaborã intends to notify the Trustee and the Holders of the Notes that, on the date that such Reporting Covenant Amendments take effect, Embraer is an SEC Reporting Parent Guarantor and accordingly the reporting requirements applicable to the Notes will (for so long as Embraer remains an SEC Reporting Parent Guarantor) be satisfied by Embraer complying with its obligation under the Exchange Act to file annual financial statements with the SEC on Form 20-F. Upon the Embraer Guarantee Termination Date, Embraer would cease to be an SEC Reporting Parent Guarantor and accordingly the GAAP Reporting Obligation of Yaborã would apply.

Listing Covenant Amendments

The Listing Covenant Amendments modify the Indenture governing the relevant series of Notes to provide that if the relevant series of Notes is guaranteed by an SEC Reporting Parent Guarantor, then the obligations in relation to the listing of the relevant series of Notes (including the newly created obligation in relation to the 2023 Notes) shall be suspended and Yaborã (and, if applicable, the relevant issuer) shall be permitted to delist such Notes from the New York Stock Exchange or any other securities exchange on which such Notes may be listed.

The Listing Covenant Amendments further modify the Indenture governing the relevant series of Notes to provide that if the relevant series of Notes cease to be guaranteed by an SEC Reporting Parent Guarantor (the date of such cessation being referred to as the Listing Covenant Reversion Date), and on the Listing Covenant Reversion Date the relevant series of Notes are not listed on any Recognized Stock Exchange (as defined below), then Yaborã (and, if applicable, the relevant issuer) shall have a period of twelve months from the Listing Covenant Reversion Date to obtain a listing of the relevant series of Notes on any Recognized Stock Exchange, provided that Yaborã shall not be required to obtain such listing if, within such twelve-month period, the relevant series of Notes becomes guaranteed by an SEC Reporting Parent Guarantor.

See "The Purpose and Effect of the Consent Solicitation" for further information in relation to the Proposed Amendments. The actual terms of the Proposed Amendments in respect of the relevant series of Notes will be contained in the relevant Supplemental Indenture in respect of such series of Notes. The relevant provisions of the Supplemental Indentures are set forth in the Annex hereto, which forms a part of this Consent Solicitation Statement.

Listing..... As of the date of this Consent Solicitation Statement, the 2022 Notes, the 2025 Notes and the 2027 Notes (the "**NYSE Listed Notes**") are listed on the New York Stock Exchange. The 2023 Notes are not listed on any securities exchange.

If the Proposed Amendments become operative, Yaborã intends to take the appropriate actions as soon as practicable to (i) delist the NYSE Listed Notes from the New York Stock Exchange and (ii) suspend Yaborã’s SEC reporting obligations under the Exchange Act.

Solicitation Agent..... Citigroup Global Markets Inc.

Information and Tabulation Agent Global Bondholder Services Corporation.

Available Information See “Available Information” for additional information Holders and Beneficial Owners should consider when making a decision as to the Consent Solicitation.

TIMETABLE FOR THE CONSENT SOLICITATION

Holders of the Notes should take note of the following dates and times in connection with the Consent Solicitation. These dates and times may be changed by Yaborã in accordance with the terms and conditions of this Consent Solicitation Statement, either in respect of all series of Notes or one or more series of Notes. The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Consent Solicitation Statement.

<u>Date</u>	<u>Calendar Date</u>	<u>Event</u>
Launch of Consent Solicitation:	March 10, 2020	Commencement of the Consent Solicitation.
Expiration Deadline:	5:00 p.m., New York City time, on March 16, 2020, unless otherwise extended by Yaborã, in its sole discretion, in respect of one or more of the series of Notes.	The deadline for Holders of the Notes to electronically deliver Consents pursuant to the Consent Solicitation and be eligible to receive the Consent Fee. Payment of the Consent Fee in respect of the Consent Solicitation in respect of each series of Notes is subject to the acceptance by Yaborã of Consents in respect of the relevant series of Notes and the satisfaction or waiver of certain conditions described below.
Effective Time:	The date and time at which the relevant Supplemental Indenture is executed by the parties thereto.	<p>The date and time at which the relevant Supplemental Indenture is executed by the parties thereto promptly following receipt of the Requisite Consents in respect of the relevant series of Notes. The applicable Effective Time in respect of a Supplemental Indenture in respect of any series of Notes may occur prior to the applicable Expiration Deadline if the Requisite Consents in respect of such series of Notes are received prior to the applicable Expiration Deadline.</p> <p>However, the relevant Supplemental Indenture and the Proposed Amendments contained therein in respect of the relevant series of Notes will not become operative, and the Consent Fee will not become payable, unless all conditions to the Consent Solicitation in respect of such series of Notes are satisfied or waived and payment of the Consent Fee described in this Consent Solicitation Statement is made.</p>
Revocation Deadline:	In respect of the relevant series of Notes, the applicable Revocation Deadline is the earlier of the applicable Effective Time and the applicable Expiration Deadline in respect of the relevant series of Notes.	The deadline for Holders of the relevant series of Notes to validly revoke Consents. A Holder who validly revokes its Consent will not be eligible to receive the Consent Fee.
Payment of Consent Fee:	A date promptly following the applicable Expiration Deadline, which is currently expected to be on or around March 19, 2020.	The date the Consent Fee will be paid (directly or through an agent) to each Consenting Holder. The Consent Fee payable in respect of each series of Notes will be paid by Embraer Overseas.

THE NOTES

The Notes that are the subject of this Consent Solicitation are (i) the 5.150% Notes due 2022 issued by Yaborã, (ii) the 5.696% Notes due 2023 issued by Embraer Overseas and guaranteed by Yaborã, (iii) the 5.050% Notes due 2025 issued by Embraer Finance and guaranteed by Yaborã, and (iv) the 5.400% Notes due 2027 issued by Embraer Finance and guaranteed by Yaborã. Each of the Notes are guaranteed by Embraer as described under “— New Embraer Guarantees” below.

The Indentures governing the Notes are as follows:

- (a) the 2022 Notes are governed by an indenture dated June 15, 2012 between Embraer (as issuer) and Trustee, as supplemented by (i) a first supplemental indenture dated June 15, 2012 between Embraer (as issuer) and the Trustee, (ii) a second supplemental indenture dated January 1, 2020 between Embraer (as predecessor issuer), Yaborã (as successor issuer) and the Trustee, and (iii) a third supplemental indenture dated March 10, 2020 between Yaborã (as issuer), Embraer (as guarantor) and the Trustee;
- (b) the 2023 Notes are governed by an indenture dated September 16, 2013 between Embraer Overseas (as issuer), Embraer (as guarantor) and the Trustee, as supplemented by (i) a first supplemental indenture dated January 1, 2020 between Embraer Overseas (as issuer), Embraer (as predecessor guarantor), Yaborã (as successor guarantor) and the Trustee, and (ii) a second supplemental indenture dated March 10, 2020 between Embraer Overseas (as issuer), Yaborã (as guarantor), Embraer (as additional guarantor) and the Trustee;
- (c) the 2025 Notes are governed by an indenture dated June 15, 2015 between Embraer Finance (as issuer), Embraer (as guarantor) and the Trustee (referred to as the Base Indenture), as supplemented by (i) a first supplemental indenture date June 15, 2015 between Embraer Finance (as issuer), Embraer (as guarantor) and the Trustee (relating to the 2025 Notes), (ii) a second supplemental indenture dated June 15, 2015 between Embraer Finance (as issuer), Embraer (as guarantor) and the Trustee (relating to the 2027 Notes), (iii) a third supplemental indenture dated January 1, 2020 between Embraer Finance (as issuer), Embraer (as predecessor guarantor), Yaborã (as successor guarantor) and the Trustee (relating to the 2025 Notes), (iv) a fourth supplemental indenture dated January 1, 2020 between Embraer Finance (as issuer), Embraer (as predecessor guarantor), Yaborã (as successor guarantor) and the Trustee (relating to the 2027 Notes), (v) a fifth supplemental indenture dated March 10, 2020 between Embraer Finance (as issuer), Yaborã (as guarantor) and Embraer (as additional guarantor) and the Trustee (relating to the 2025 Notes), and (vi) a sixth supplemental indenture dated March 10, 2020 between Embraer Finance (as issuer), Yaborã (as guarantor), Embraer (as additional guarantor) and the Trustee (relating to the 2027 Notes); and
- (d) the 2027 Notes are governed by the Base Indenture, as supplemented by the supplemental indentures referred to in paragraph (c) above.

Issuer/Guarantor Substitution

In preparation for the consummation of the Joint Venture, on January 1, 2020, (a) Embraer, (b) the issuer of the Notes (other than the 2022 Notes that were issued by Embraer), (c) Yaborã, and (d) the Trustee entered into supplemental indentures that amend and supplement the Indentures governing the Notes. Pursuant to such supplemental indentures, in accordance with and as permitted by the provisions of the relevant Indenture: (i) Yaborã succeeded to, was substituted for, and assumed all the obligations of, Embraer as the issuer of the 2022 Notes, and (ii) Yaborã succeeded to, was substituted for, and assumed all obligations of, Embraer as the guarantor of the 2023 Notes, the 2025 Notes and the 2027 Notes (together the “**Issuer/Guarantor Substitution**”).

New Embraer Guarantees

On the date of this Consent Solicitation Statement, (a) Yaborã, (b) the issuer of the Notes (other than the 2022 Notes that are issued by Yaborã), (c) Embraer, and (d) the Trustee entered into supplemental indentures that amend and supplement the Indentures governing the Notes in order to provide that, with effect from the date of such

supplemental indentures, Embraer irrevocably and unconditionally (subject to the termination provision referred to below) guarantees to each Holder of the Notes and to the Trustee the full and punctual payment of the principal, premium, interest, additional amounts and all other amounts that may become due and payable under the Notes and the full and punctual payment of all other amounts payable by the relevant issuer of the Notes under the relevant Indenture as they become due (the “**New Embraer Guarantees**”). The terms of the supplemental indentures provide that the New Embraer Guarantees shall automatically terminate on the date that Embraer ceases to own 100% of the share capital of Yaborã (which we refer to herein as the Embraer Guarantee Termination Date) (as evidenced by a certificate to that effect delivered by Yaborã to the Trustee).

The terms of the Indentures permitted (a) Yaborã, (b) the issuer of the Notes (other than the 2022 Notes that are issued by Yaborã), and (c) the Trustee to amend the Indentures to provide for the New Embraer Guarantees without the consent of the Holders of the Notes. For the avoidance of doubt, the New Embraer Guarantees are now in effect and are therefore not conditioned upon the Proposed Amendments being made.

THE JOINT VENTURE

On January 24, 2019, Embraer announced that it had entered into, among other things, a master transaction agreement with Boeing, which provides the terms and conditions for the consummation of the strategic partnership in connection with Embraer's commercial aviation business (which we refer to herein as the Joint Venture).

On January 1, 2020, Embraer announced that, in preparation for the consummation of the Joint Venture, Embraer had implemented the internal separation and transfer, by Embraer, of assets, liabilities, properties, rights and obligations related to the commercial aviation business unit of Embraer to Yaborã.

Upon consummation of the Joint Venture, Embraer will, directly or indirectly, hold 20% of the share capital of Yaborã and Boeing will, directly or indirectly, hold 80% of the share capital of Yaborã.

The consummation of the Joint Venture remains subject to the satisfaction of customary closing conditions in similar transactions. Until such conditions are satisfied, there can be no assurance as to the consummation of the Joint Venture or the timing thereof.

As described under "The Notes—New Embraer Guarantees", the New Embraer Guarantees shall automatically terminate on the date that Embraer ceases to own 100% of the share capital of Yaborã.

THE PURPOSE AND EFFECT OF THE CONSENT SOLICITATION

The following statements are summaries of the substance or general effect of certain provisions of the Indentures and the Proposed Amendments and are qualified in their entirety by reference to the Indentures. Copies of the Indentures are available from the Trustee or the Information and Tabulation Agent upon request. If the Requisite Consents in respect of a majority in aggregate principal amount of the outstanding Notes of the relevant series are obtained and the Proposed Amendments in respect of such series of Notes are effected, non-Consenting Holders of Notes will be bound by the Proposed Amendments to the relevant Indenture but will not be eligible to receive the Consent Fee. The relevant provisions of the Supplemental Indentures are set forth in the Annex hereto, which forms a part of this Consent Solicitation Statement. The actual terms of the Proposed Amendments in respect of the relevant series of Notes will be contained in the relevant Supplemental Indenture in respect of such series of Notes.

Introduction

In preparation for the consummation of the Joint Venture, if the Proposed Amendments become operative, Yaborã intends to take the appropriate actions as soon as practicable to (i) delist the NYSE Listed Notes (as defined below) from the New York Stock Exchange and (ii) suspend the Yaborã's U.S. Securities and Exchange Commission ("SEC") reporting obligations under the Exchange Act. As a result, Yaborã will no longer be subject to periodic reporting requirements of Section 12(b) of the Exchange Act and Yaborã will no longer be required under the Exchange Act to continue filing annual reports and current reports with the SEC. The purpose of the Consent Solicitation in respect of each series of Notes is to amend the reporting covenants in the Indenture governing such series of Notes so that in the event that (and for so long as) Yaborã's SEC Reporting Parent provides an unconditional guarantee of the Company's payment obligations under the relevant Indenture governing the relevant series of Notes, Yaborã's SEC Reporting Parent Guarantor (as defined below) will file annual and, if applicable, interim financial statements with the SEC by the applicable due dates for such filings in order to satisfy reporting obligations under the relevant series of Notes. In addition, the Proposed Amendments also provide that the listing obligations in respect of the relevant series of Notes shall be suspended for so long as Yaborã's SEC Reporting Parent provides an unconditional guarantee of the Company's payment obligations under the relevant Indenture governing the relevant series of Notes.

Accordingly, the purpose of the Consent Solicitation is to obtain the consent of the Holders of at least a majority of the outstanding aggregate principal amount of each series of Notes (excluding the aggregate principal amount of any Notes owned by any Obligor or their respective affiliates) to the amendments described under "—Reporting Covenant Amendments" below (the "**Reporting Covenant Amendments**") and the amendments described under "—Listing Covenant Amendments" below (the "**Listing Covenant Amendments**" and, together with the Reporting Covenant Amendments, the "**Proposed Amendments**").

Reporting Covenant Amendments

The Indentures governing the Notes provide that, notwithstanding that Yaborã may not be required to remain subject to the reporting requirements of Section 12, 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), Yaborã will continue to file with the SEC and provide the Trustee with such annual reports and such information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) that are specified in Sections 12, 13 and 15(d) of the Exchange Act.

The Reporting Covenant Amendments modify the relevant Indenture to provide that if, and for so long as (a) Yaborã is an SEC Reporting Company (as defined below) or (b) the relevant series of Notes is guaranteed by an SEC Reporting Parent Guarantor (as defined below), Yaborã shall be entitled to elect, by notice to the Trustee and the Holders of the relevant series of Notes, that Yaborã's GAAP Reporting Obligation (as defined below) in respect of the relevant series of Notes shall be satisfied if Yaborã or the SEC Reporting Parent Guarantor, as the case may be, complies with its obligations under the Exchange Act to file annual and, if applicable, interim financial statements with the SEC by the applicable due dates for such filings in lieu of providing financial statements of Yaborã pursuant to the GAAP Reporting Obligation.

The Reporting Covenant Amendments further modify the relevant Indenture to provide that, unless one of the circumstances in (a) or (b) above applies, then Yaborã's financial reporting obligation shall be to provide to the

Trustee and the Holders of the Notes with (or publish on its website or the website of its Parent Company (as defined below)) (i) annual audited consolidated financial statements within 120 days of the end of each fiscal year and (ii) unaudited quarterly financial statements within 60 days of the end of each of the first three fiscal quarters in each year, in each case prepared in accordance with applicable generally accepted accounting principles (“**GAAP Reporting Obligation**”).

“**SEC Reporting Company**” means a company that is subject to the applicable reporting requirements of Section 12, 13 or 15(d) of the Exchange Act (whether as a foreign private issuer or as a domestic US issuer).

“**SEC Reporting Parent Guarantor**” means any person that (a) is an SEC Reporting Company, (b) directly or indirectly holds at least 66.6% of the total voting power of the voting stock of Yaborã (a “**Parent Company**”) and (c) has guaranteed to each Holder of the Notes and to the Trustee the full and punctual payment of the principal, premium, interest, additional amounts and all other amounts that may become due and payable under the Notes and the full and punctual payment of all other amounts payable by the relevant issuer of the Notes under the relevant Indenture as they become due.

If the Reporting Covenant Amendments are effected, Yaborã intends to notify the Trustee and the Holders of the Notes that, on the date that such Reporting Covenant Amendments take effect, Embraer is an SEC Reporting Parent Guarantor and accordingly the reporting requirements applicable to the Notes will (for so long as Embraer remains an SEC Reporting Parent Guarantor) be satisfied by Embraer complying with its obligation under the Exchange Act to file annual financial statements with the SEC on Form 20-F. Upon the Embraer Guarantee Termination Date, Embraer would cease to be an SEC Reporting Parent Guarantor and accordingly the GAAP Reporting Obligation of Yaborã would apply.

Listing Covenant Amendments

The NYSE Listed Notes are currently listed on the New York Stock Exchange. The relevant Indenture that governs each series of NYSE Listed Notes provides that Yaborã (and, if applicable, the relevant issuer) will use its reasonable best efforts to cause the relevant series of Notes to be listed on the New York Stock Exchange, and shall from time to time take such other actions as shall be necessary or advisable to maintain the listing of the relevant series of Notes thereon or another Recognized Stock Exchange.

The 2023 Notes are not listed on any securities exchange and the Indenture governing the 2023 Notes does not include a covenant for the listing of the 2023 Notes. However, as Yaborã is expected to cease to be an SEC Reporting Company if the Proposed Amendments become operative, in relation to the 2023 Notes, the Listing Covenant Amendments provide a new obligation on Yaborã to use its commercially reasonable efforts to obtain and maintain a listing of the 2023 Notes on a Recognized Stock Exchange within 12 months from the Embraer Guarantee Termination Date.

The Listing Covenant Amendments modify the Indentures to provide that if the relevant series of Notes is guaranteed by an SEC Reporting Parent Guarantor, the obligations in relation to the listing of the relevant series of Notes (including the newly created obligation in relation to the 2023 Notes) shall be suspended and Yaborã (and, if applicable, the relevant issuer) shall be permitted to delist such Notes from the New York Stock Exchange or any other securities exchange on which such Notes may be listed.

The Listing Covenant Amendments further modify the relevant Indenture to provide that if the relevant series of Notes cease to be guaranteed by an SEC Reporting Parent Guarantor (the date of such cessation being referred to as the “**Listing Covenant Reversion Date**”), and on the Listing Covenant Reversion Date the relevant series of Notes are not listed on any Recognized Stock Exchange, then Yaborã (and, if applicable, the relevant issuer) shall have a period of twelve months from the Listing Covenant Reversion Date to obtain a listing of the relevant series of Notes on any Recognized Stock Exchange, provided that Yaborã shall not be required to obtain such listing if, within such twelve-month period, the relevant series of Notes becomes guaranteed by an SEC Reporting Parent Guarantor.

A “**Recognized Stock Exchange**” means an organized regularly operating stock exchange or securities market in a country or territory that is or has been (a) a member of the Organization for Economic Co-operation and

Development, (b) a member of the European Economic Area, (c) a Crown Dependency or (d) a British Overseas Territory.

Additional Authorizations

In electronically delivering Consents to the Proposed Amendments described above, Holders shall also thereby:

- (a) consent to the making of any other consequential or conforming changes to the Indentures;
- (b) authorize and direct the Trustee to enter into the relevant Supplemental Indenture at the applicable Effective Time with respect to the relevant Indenture and to make the Proposed Amendments operative as described under “—General” below;
- (c) authorize and direct the Trustee to effect and implement the Proposed Amendments and to enter into such other document or take such other action as may be necessary to give effect thereto; and
- (d) authorize the Trustee to do all such other things as may be necessary or expedient to carry out and give effect to the Consents or this Consent Solicitation Statement, including waiving and amending any provisions of the Indentures that would prohibit the Proposed Amendments and entering into any and all amendments to the Indentures in order to permit and to facilitate the Proposed Amendments described in this Consent Solicitation Statement, in each case, to the extent such waiver or amendment is necessary or advisable to give effect to and/or reflect the Proposed Amendments (including with respect to supplementing, modifying and amending the terms of any Notes in such manner as necessary to make them consistent with the relevant Indenture).

Effect of the Proposed Amendments

If the Proposed Amendments become operative, Yaborã intends to take the appropriate actions as soon as practicable to (i) delist the NYSE Listed Notes from the New York Stock Exchange and (ii) suspend Yaborã’s SEC reporting obligations under the Exchange Act.

Conditionality

Yaborã is seeking Consents to the Proposed Amendments to the relevant Indenture governing the relevant series of Notes as a single proposal, which means that Holders cannot choose whether to consent to the Reporting Covenant Amendments separately to the Listing Covenant Amendments and vice versa. Accordingly, any Consent purporting to consent to a portion of the Proposed Amendments shall constitute a Holder’s approval of all of the Proposed Amendments in respect of the relevant series of Notes.

Consummation of the Consent Solicitation for each series of Notes is conditioned upon (i) receipt of the Requisite Consents for that series of Notes, (ii) receipt of the Requisite Consents for each other series of Notes, and (iii) the satisfaction or waiver of the other conditions to such Consent Solicitation set forth under “The Consent Solicitation—Conditions to the Consent Solicitation”, each of which may be waived by Yaborã with respect to one or more series of Notes at any time.

If the Requisite Consents for one or more series of Notes have not been obtained or the other conditions to the Consent Solicitation for that series of Notes have not been satisfied or waived by the applicable Expiration Deadline, Yaborã may, in its sole discretion and without limitation, extend the Consent Solicitation for any or all of the series of Notes in order to seek to obtain the Requisite Consents or seek to satisfy such other conditions.

General

The Proposed Amendments with respect to the Notes of the relevant series will be effected by a supplemental indenture to be entered into in respect of such series of Notes, which will be executed by the parties thereto upon receipt of the Requisite Consents in respect of the relevant series of Notes. However, the relevant supplemental

indenture and the Proposed Amendments contained therein will not become operative, and the Consent Fee in respect of the relevant series of Notes will not become payable, unless all conditions to the Consent Solicitation in respect of such series of Notes are satisfied or waived and payment of the Consent Fee in respect of the relevant series of Notes is made.

Regardless of whether the Proposed Amendments become effective or operative, the Notes will remain outstanding in accordance with all other terms of the Notes and the Indentures. The changes sought to be effected by the Proposed Amendments will not alter the obligation of Yaborã (in respect of the 2022 Notes) or the relevant issuer of the Notes (in respect of the Notes other than the 2022 Notes) to pay the principal of or interest on the Notes or alter the optional redemption provisions, interest rates or maturity dates thereof.

CERTAIN SIGNIFICANT CONSIDERATIONS

None of the Obligors, the Solicitation Agent, the Information and Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates makes any recommendation as to whether a Holder of Notes should submit Consents to the Proposed Amendments and none of them has authorized any person to make any such statement. Holders of Notes are urged to evaluate carefully all information included in this Consent Solicitation Statement, consult with their own investment and tax advisors and make their own decision whether to electronically deliver their Consent to the Proposed Amendments pursuant to the Consent Solicitation. In deciding whether to consent to the Proposed Amendments, you should carefully consider the following, in addition to the other information contained in this Consent Solicitation Statement.

Consummation of the Joint Venture has not yet occurred and there can be no assurance as to the consummation of the Joint Venture or the timing thereof

See “The Joint Venture” for a description of the Joint Venture. The consummation of the Joint Venture remains subject to the satisfaction of customary closing conditions in similar transactions. Until such conditions are satisfied, there can be no assurance as to the consummation of the Joint Venture or the timing thereof.

Upon consummation of the Joint Venture, Embraer will, directly or indirectly, hold 20% of the share capital of Yaborã and Boeing will, directly or indirectly, hold 80% of the share capital of Yaborã. The New Embraer Guarantees shall automatically terminate on the date that Embraer ceases to own 100% of the share capital of Yaborã.

Holders of Notes that do not electronically deliver valid and unrevoked Consents to the Proposed Amendments at or prior to the applicable Expiration Deadline will not receive the Consent Fee

If the Holders of at least a majority in aggregate principal amount of the outstanding Notes of the relevant series (excluding any Notes owned by any Obligor or their respective affiliates) electronically deliver the Requisite Consents at or prior to the applicable Expiration Deadline, Yaborã will promptly execute the relevant Supplemental Indenture giving effect to the Proposed Amendments in respect of the relevant series of Notes. After the applicable Revocation Deadline, which is the earlier of the applicable Effective Time and the applicable Expiration Deadline in respect of the relevant series of Notes, any Consents given with respect to the relevant Notes may not be revoked. Once the Proposed Amendments with respect to the Notes of the relevant series become operative, they will be binding on all Holders of the Notes of such series whether or not the Holders electronically delivered a consent to such Proposed Amendments. Holders of Notes that do not electronically deliver valid and unrevoked Consents to the Proposed Amendments at or prior to the applicable Expiration Deadline will not receive the Consent Fee.

If the Proposed Amendments sought in the Consent Solicitation become effective in relation to the relevant series of Notes, the Notes of such series will be subject to the terms of, and be bound by, all such Proposed Amendments

If the Proposed Amendments become effective in relation to the relevant series of Notes, all Holders of Notes of the relevant series will be bound by the Proposed Amendments, whether or not a Holder electronically delivered a Consent or affirmatively objected to the Proposed Amendments in relation to the Notes of such series. Non-Consenting Holders (whether or not they affirmatively objected to the Proposed Amendments in relation to the Notes of such series) will not be entitled to any rights of appraisal or similar rights of dissenters (whether pursuant to the relevant Indenture or otherwise) with respect to the adoption of such Proposed Amendments and the execution of the relevant Supplemental Indenture.

The consummation of the Consent Solicitation is subject to certain conditions

Consummation of the Consent Solicitation in respect of each series of Notes is conditioned upon (i) receipt of the Requisite Consents for that series of Notes, (ii) receipt of the Requisite Consents for each other series of Notes, and (iii) the satisfaction or waiver of the other conditions to such Consent Solicitation set forth under “The Consent Solicitation—Conditions to the Consent Solicitation”, each of which may be waived by Yaborã with respect to one or more series of Notes at any time.

The obligation to pay the Consent Fee for the Notes for valid and unrevoked Consents to the Proposed Amendments is subject to the acceptance by Yaborã of Consents in respect of the relevant series of Notes and the satisfaction or waiver of the conditions referred to above. If the Requisite Consents for the relevant series of Notes have not been obtained or the other conditions to the Consent Solicitation for such series of Notes have not been satisfied or waived by the applicable Expiration Deadline, Yaborã may, in its sole discretion and without limitation, extend the Consent Solicitation for one or more series of Notes in order to seek to obtain the Requisite Consents or seek to satisfy such other conditions.

Notes in respect of which Consents are electronically delivered will be blocked from trading until the earliest of the applicable Expiration Deadline, the date on which Holders withdraw such Consents or the date on which the Consent Solicitation in respect of the relevant series of Notes is terminated

Notes for which a Consent has been electronically delivered through ATOP as part of the Consent Solicitation prior to the applicable Expiration Deadline will be held under a temporary CUSIP number during the period beginning at the time the DTC Participant electronically delivers a Consent and ending on the earlier of (i) the applicable Expiration Deadline and (ii) the date on which the DTC Participant withdraws its Consent prior to the applicable Effective Time. During the period that Notes are held under a temporary CUSIP number or numbers, such Notes will not be freely transferable to third parties and will be blocked.

In the period of time during which Notes are blocked pursuant to the foregoing procedure for electronically delivering Consents, Holders may be unable to promptly transfer their Notes or timely react to adverse trading conditions and could suffer losses as a result of these restrictions on transferability.

The ability of Holders to revoke Consents is limited

Consents in respect of the relevant series of Notes may be revoked at any time prior to the Revocation Deadline. Consents may only be revoked in accordance with the procedures described under “The Consent Solicitation—Procedures for Consenting—Revocation of Consents”. In addition, Yaborã may, in its sole discretion and without limitation, subject to applicable law, extend, amend or terminate the Consent Solicitation in respect of one or more of the series of Notes.

Responsibility for complying with the procedures of the Consent Solicitation

Holders are responsible for complying with all of the procedures for submitting Consents. None of the Obligors, the Solicitation Agent, the Information and Tabulation Agent or the Trustee assumes any responsibility for informing Holders of irregularities with respect to any Consent. All Consents electronically delivered and not validly revoked by the time the Requisite Consents in relation to the relevant series of Notes are received in will be irrevocable thereafter.

Responsibility for assessing the merits of the Consent Solicitation

Each Holder is responsible for assessing the merits of the Consent Solicitation. None of the Obligors, the Solicitation Agent, the Information and Tabulation Agent, the Trustee or any of their respective directors, officers, employees, agents or affiliates has made or will make any assessment of the merits of the Consent Solicitation or of the impact of the Consent Solicitation on the interests of the Holders either as a class or as individuals or makes any recommendation as to whether a Holder should consent to the Proposed Amendments.

Certain tax considerations

For a summary of certain U.S. federal income tax considerations generally applicable to beneficial U.S. Holders of the Notes resulting from the Consent Solicitation, the Proposed Amendments and the Consent Fee, see “Taxation—U.S. Federal Income Tax Considerations”.

In addition, For a summary of certain Brazilian tax considerations generally applicable to Non-Resident Holders of the Notes resulting from the Consent Solicitation, the Proposed Amendments and the Consent Fee, see “Taxation—Certain Brazilian Tax Considerations”.

THE CONSENT SOLICITATION

General

Yaborã is soliciting Consents from Holders of each series of Notes, upon the terms and subject to the conditions to the Consent Solicitation set forth in this Consent Solicitation Statement, to the Proposed Amendments to the relevant Indenture. See :The Purpose and Effect of the Consent Solicitation:.

Yaborã will, after the applicable Expiration Deadline and upon the satisfaction or waiver of all Conditions to the Consent Solicitation in respect of the relevant series of Notes, cause the Consent Fee to be promptly paid to each Holder of Notes of such series who has electronically delivered (and not validly revoked) a valid Consent prior to the applicable Expiration Deadline.

Yaborã will be deemed to have accepted all Consents electronically delivered (and not validly revoked) by the Holders of Notes of the relevant series upon execution of the Supplemental Indenture in relation to such series of Notes, which will contain the Proposed Amendments in relation to such series of Notes. Upon execution of the relevant Supplemental Indenture, all Holders of Notes of such series, including non-Consenting Holders and all subsequent Holders of Notes of the relevant series, will be bound by the Proposed Amendments to the relevant Indenture.

Yaborã has retained Citigroup Global Markets Inc. as Solicitation Agent to aid in the solicitation of Consents, including soliciting Consents from brokers, dealers, commercial banks, trust companies and other nominees. Yaborã has also retained Global Bondholder Services Corporation as Information and Tabulation Agent.

Requisite Consents

Holders of Notes must electronically deliver (and not validly revoke) valid Consents in respect of a majority in aggregate principal amount of the outstanding Notes of the relevant series (excluding the aggregate principal amount of any Notes owned by any Obligor or their respective affiliates) to approve the Proposed Amendments in relation to such series of Notes.

As of the date of this Consent Solicitation Statement, no Notes were held by any Obligor or, to the knowledge of the Obligors, any of their respective affiliates.

Consent Fee

Yaborã will, after the applicable Expiration Deadline, after the acceptance by Yaborã of Consents in respect of the relevant series of Notes and after the satisfaction or waiver of all conditions to the Consent Solicitation in respect of the relevant series of Notes, promptly pay to each Holder of Notes of the relevant series who has electronically delivered (and not validly revoked) a valid Consent in favor of the Proposed Amendments prior to the applicable Expiration Deadline a Consent Fee payable in cash of US\$1.50 for each US\$1,000 principal amount of Notes. The Consent Fee payable in respect of each series of Notes will be paid by Embraer Overseas.

Any subsequent transferees of such Holders, and any Holders who do not timely grant (or who validly revoke) a valid Consent (and their transferees) will not be eligible to receive the Consent Fee even if the Proposed Amendments become effective.

Any Holder who does not timely electronically deliver or who validly revokes a valid Consent for Notes will not be entitled to receive the Consent Fee in respect thereof, even if the Proposed Amendments to the relevant Indenture become effective and, as a result, become binding on all Holders of Notes of such series. A Beneficial Owner of an interest in Notes held in an account of a DTC Participant must properly instruct such DTC Participant, as the Holder of such Notes, to cause a Consent to be given timely in respect of such Notes prior to the applicable Expiration Deadline. See “—Procedures for Consenting”.

Expiration Deadline; Extensions; Amendments

The Consent Solicitation will expire at 5:00 p.m., New York City time, on March 16, 2020, unless extended by Yaborã, in its sole discretion, in respect of one or more of the series of Notes.

If the Requisite Consents for one or more series of Notes have not been obtained or the other conditions to the Consent Solicitation for that series of Notes have not been satisfied by the applicable Expiration Deadline, Yaborã may, in its sole discretion and without limitation, by giving written notice to the Information and Tabulation Agent, extend the Consent Solicitation with respect to one or more series of Notes in order to seek to obtain the Requisite Consents or seek to satisfy such other conditions. Any such extension will be followed as promptly as practicable by notice thereof by press release or other public announcement (or by written notice to the Holders of Notes). Such announcement or notice may state that Yaborã is extending the relevant Consent Solicitation for a specified period of time or on a daily basis. Failure of any Holder or Beneficial Owner of any Notes to be so notified will not affect the extension of the relevant Consent Solicitation.

Yaborã expressly reserves the right for any reason to (i) extend, abandon, terminate or amend the Consent Solicitation in relation to one or more series of Notes at any time by giving written notice thereof to the Information and Tabulation Agent, and (ii) not extend the relevant Consent Solicitation beyond the last previously announced applicable Expiration Deadline whether or not the Requisite Consents in relation to the relevant series of Notes have been received by such date. Any such action by Yaborã will be followed as promptly as practicable by notice thereof by press release or by other public announcement (or by written notice to the applicable Holders). If any Consent Solicitation is abandoned or terminated for any reason, then the Consents in relation to the relevant series of Notes will be voided and no Consent Fee in respect thereof will be paid.

Conditions to the Consent Solicitation

The consummation of the Consent Solicitation in respect of each series of Notes is conditioned on (i) there being received by the Information and Tabulation Agent, prior to the applicable Expiration Deadline, the Requisite Consents in relation to such series of Notes, (ii) there being received by the Information and Tabulation Agent, prior to the applicable Expiration Deadline, the Requisite Consents in relation to each other series of Notes, and (iii) the absence of any existing or proposed law or regulation which would, and the absence of any injunction or action or other proceeding (pending or threatened) which (in the case of any action or proceeding, if adversely determined) would, make unlawful or invalid or enjoin or delay the implementation of the Proposed Amendments, the entering into of the relevant Supplemental Indenture or the payment of any Consent Fee in respect of the relevant series of Notes to the Holders of such Notes or question the legality or validity of any thereof. The foregoing conditions for the Consent Solicitation are collectively referred to as the “**conditions to the Consent Solicitation**”. Each and all of the foregoing conditions to the Consent Solicitation is and are for the sole benefit of Yaborã, and those in clause (ii) and (iii) may be waived by Yaborã at any time.

Payment of the Consent Fee in respect of the Consent Solicitation in respect of each series of Notes is subject to the acceptance by Yaborã of Consents in respect of the relevant series of Notes and the satisfaction or waiver of certain conditions described above.

Failure to Obtain the Requisite Consent

In the event that the Requisite Consents are not obtained for a series of Notes and the Consent Solicitation for a series of Notes is terminated, the applicable Supplemental Indenture will not be executed, the applicable Consent Fee will not be paid and the Proposed Amendments with respect to the applicable Indenture will not become operative.

Procedures for Consenting

The Consent Solicitation in respect of the Notes is being conducted in a manner eligible for use of ATOP. At the date of this Consent Solicitation Statement, all of the Notes are registered in the name Cede & Co. as the nominee of DTC. In turn, the Notes are recorded on DTC’s books in the names of DTC Participants who hold Notes

either for themselves or for the ultimate beneficial owners. In order to cause Consents to be electronically delivered with respect to Notes held through DTC, DTC Participants must electronically deliver a Consent by causing DTC to transfer its Notes to the Information and Tabulation Agent in accordance with DTC's ATOP procedures. In order to be valid, such transfers must be in minimum denominations of US\$2,000 and multiples of US\$1,000 in excess thereof. By making such transfer, DTC Participants will be deemed to have electronically delivered a Consent with respect to any Notes so transferred. DTC will verify each transfer of Notes and confirm the electronic delivery of a Consent by sending an Agent's Message (as defined below) to the Information and Tabulation Agent. Any Notes transferred will be held by the Information and Tabulation Agent in the ATOP account and will not be available for transfer to third parties until the Information and Tabulation Agent returns the Notes as provided for below.

The term "**Agent's Message**" means a message transmitted by DTC, received by the Information and Tabulation Agent, and forming part of the Book-Entry Confirmation (as defined below), which states that DTC has received an express acknowledgment from the DTC Participant electronically delivering Consents which are the subject of such Book-Entry Confirmation that such DTC Participant (i) has received and agrees to be bound by the terms of the Consent Solicitation as set forth in this Consent Solicitation Statement and that Yaborã may enforce such agreement against such DTC Participant, and (ii) consents to the Proposed Amendments in respect of the relevant series of Notes and the execution and delivery of the relevant Supplemental Indenture as described in this Consent Solicitation Statement. Holders desiring to electronically deliver their Consents prior to the applicable Expiration Deadline should note that they must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date. Consents not received by the Information and Tabulation Agent prior to the applicable Expiration Deadline will be disregarded and of no effect.

No Letter of Transmittal or Consent Form

No Letter of Transmittal or Consent Form needs to be executed in relation to the Consent Solicitation or the Consents electronically delivered through DTC. The valid electronic delivery of Consents through the temporary transfer and surrender of the Notes in accordance with DTC's ATOP procedures shall constitute a written consent to the Consent Solicitation.

No Guaranteed Delivery

There are no guaranteed delivery procedures provided by Yaborã in connection with the Consent Solicitation. Beneficial owners of Notes that are held in the name of a custodian must contact such entity sufficiently in advance of the applicable Expiration Deadline if they wish to deliver Consents. Direct Participants in DTC delivering Consents must give authority to DTC to disclose its identity to the Trustee and the Information and Tabulation Agent.

In each case, Yaborã shall have the right to determine whether any purported Consent satisfies the requirements of this Consent Solicitation Statement and the Indenture, and any such determination shall be final and binding on the Holder who delivered such Consent or purported Consent.

Book-Entry Transfer

The Information and Tabulation Agent will establish and maintain one or more accounts with respect to the Notes at DTC (the "**Book-Entry Transfer Facility**") promptly after the date of this Consent Solicitation Statement (to the extent such arrangements have not been made previously by the Information and Tabulation Agent), and any financial institution who is a DTC Participant and whose name appears on a security position listing as the owner of the Notes may make book-entry delivery and surrender of Notes into one of the Information and Tabulation Agent's accounts in accordance with the Book-Entry Transfer Facility's procedures for such transfer. The confirmation of a book-entry transfer of Notes into one of the Information and Tabulation Agent's accounts at DTC as described above is referred to herein as a "**Book-Entry Confirmation**".

The Notes transferred to the Information and Tabulation Agent as part of the Consent Solicitation prior to the applicable Expiration Deadline will be held under a temporary CUSIP number (the "**Expiration Temporary CUSIP Numbers**"), established by DTC during the period beginning at the time the DTC Participant electronically

delivers a Consent and ending on the earlier of (i) the applicable Expiration Deadline and (ii) the date on which the DTC Participant delivers a properly formatted and transmitted withdrawal request to the Information and Tabulation Agent, withdrawing a Consent prior to the applicable Revocation Deadline. On the next business day following the applicable Expiration Deadline or the date of any valid withdrawal pursuant to a withdrawal request delivered to the Information and Tabulation Agent for return to DTC prior to the applicable Revocation Deadline, the Notes will be transferred back to the DTC Participants and will trade under their original CUSIP numbers. During the period that Notes are held under a temporary CUSIP number or numbers, such Notes will not be freely transferable to third parties. After submitting the Agent's Message, the DTC Participant's position will be blocked, and cannot be transferred or sold, until the applicable Expiration Deadline. The Information and Tabulation Agent will send DTC notice to release the positions as soon as practical but no later than three business days after either the applicable Expiration Deadline and not exceeding 45 calendar days from the date of this Consent Solicitation Statement. On the date that the Consent Fees are paid, the appropriate Consent Fees will be paid directly to DTC for payment to DTC Participants that held notes with the relevant Expiration Temporary CUSIP Number on the applicable Expiration Deadline.

Representations, Warranties and Undertaking

Each Consenting Holder is deemed to represent, warrant and undertake to the Obligors, the Solicitation Agent, the Information and Tabulation Agent and the Trustee that:

- (a) the Consenting Holder is a Holder of the Notes of the relevant series;
- (b) the Consenting Holder has received, reviewed and accepted the terms of this Consent Solicitation Statement;
- (c) the Notes are, at the time of acceptance, and will continue to be, until the Consent Fee is paid or the termination or withdrawal of the Consent Solicitation, or, in the case of Notes in respect of which Consent has been revoked, the date on which such Consent is validly revoked, held by it at DTC;
- (d) the Consenting Holder acknowledges that by blocking its Notes in DTC, it will be deemed to have consented to the disclosure by DTC of certain details concerning the direct participant's identity to the Information and Tabulation Agent who may provide such details to the Solicitation Agent and the Obligors;
- (e) the Consenting Holder consents to the Proposed Amendments in relation to the relevant series of Notes as described in this Consent Solicitation Statement and also gives the consents and authorizations described under "The Purpose and Effect of the Consent Solicitation—Additional Authorizations". The Consenting Holder acknowledges that the transfer and surrender of Notes to the Information and Tabulation Agent in accordance with DTC's ATOP procedures to this effect constitutes the Consenting Holder's written consent to such Proposed Amendments;
- (f) the Consenting Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the Consenting Holder and the Consents given by the Consenting Holder shall be binding (to the extent applicable in law) upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the Consenting Holder and shall not be affected by, and shall survive, the death or incapacity of the Consenting Holder;
- (g) the Consenting Holder releases and forever discharges the Trustee, its employees, officers, directors, affiliates, agents, predecessors and successors, of and from any and all manner of actions, causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or in equity arising from and relating to the execution of the Supplemental Indenture and any transactions contemplated in connection with the Consent and this Consent Solicitation Statement;
- (h) the Consenting Holder acknowledges that the Consenting Holder reviewed the offering restrictions set forth in this Consent Solicitation Statement and that such Consenting Holder's participation in the Consent Solicitation does not conflict with such restrictions;

(i) the Consenting Holder authorizes, directs and requests that the Trustee enter into the relevant Supplemental Indenture and to implement the Proposed Amendments in relation to the relevant series of Notes;

(j) the Consenting Holder hereby acknowledges that the Notes for which it delivers a Consent will be blocked from trading until the earliest of the applicable Expiration Deadline, the date on which such Consenting Holder withdraws its Consent or the date on which the Solicitation is terminated;

(k) the Consenting Holder empowers, authorizes and requests the Trustee to do all such other things as may be necessary or expedient to carry out and give effect to the Consent Solicitation. The Consenting Holder declares and acknowledges that the Trustee will not be held responsible for any liabilities or consequences arising as a result of acts taken by it or pursuant to the terms of the Consent Solicitation or this Consent Solicitation Statement and the Consenting Holder further declares that the Trustee has no responsibility for the terms of the Consent Solicitation or this Consent Solicitation Statement; and

(l) the Consenting Holder hereby acknowledges that its Consent and the transaction contemplated hereby shall not be deemed to be investment advice or a recommendation as to a course of conduct by the Trustee or any of its officers, directors, employees or agents. The Consenting Holder further represents that, in transferring and surrendering Notes to the Information and Tabulation Agent in accordance with DTC's ATOP procedures, it has made an independent investment decision in consultation with its own agents and professionals to the extent that it considers it necessary.

Consent of Notes in Physical Form

Yaborã understands that all Holders hold the Notes through DTC accounts and there are no Notes in physical form. If you believe that you are holding a Note in physical form, please contact the Information and Tender Agent for the appropriate procedures with regard to consenting with respect to such Notes.

Revocation of Consents

A Holder may revoke its Consent in respect of the relevant series of Notes at any time prior to (but not after) the applicable Revocation Deadline, which is the earlier of the applicable Effective Time and the applicable Expiration Deadline.

All Consents received prior to the applicable Expiration Deadline will be counted, unless, at any time prior to the applicable Revocation Deadline, a notice of revocation is delivered in accordance with the procedures of DTC, as described below.

DTC Participants who wish to exercise their right of revocation with respect to the Consent Solicitation in respect of Notes must deliver a properly formatted and transmitted withdrawal request message to the Information and Tabulation Agent in accordance with ATOP procedures prior to the applicable Revocation Deadline. In order to be valid, a withdrawal request must specify the name of the person as to which the Consent is to be revoked or who deposited the Notes to be withdrawn (the "**Depositor**"), the name of the participant in DTC whose name appears on the security position listing as the owner of such Notes, if different from that of the Depositor, and a description of the series of Notes to which the revocation relates (including the principal amount of Notes of the relevant series to which the revocation relates). If certificates have been identified through confirmation of book-entry transfer of such Notes to the Information and Tabulation Agent, the name of the Holder and the certificate number or numbers relating to such Notes withdrawn must also be furnished to the Information and Tabulation Agent as aforesaid prior to the name and number of the account at DTC to be credited with withdrawn Notes for the Notes previously transferred by book-entry.

To be effective, a notice of revocation must be in a format customarily used by DTC.

A revocation of the Consent will be effective only as to the Notes listed on the revocation and only if such revocation complies with the provisions of this Consent Solicitation Statement. Only a Holder is entitled to revoke a Consent previously given. A Beneficial Owner of the Notes must arrange with its broker, dealer, commercial bank,

trust company or other nominee company to execute and deliver on its behalf a revocation of any Consent already given with respect to such Notes.

A purported notice of revocation that is not received by the Information and Tabulation Agent in accordance with ATOP procedures in a timely fashion and accepted by Yaborã as a valid revocation will not be effective to revoke a Consent previously given. A revocation of a Consent may only be rescinded by the execution and delivery of a new Consent in accordance with the procedures set forth in this Consent Solicitation Statement. A Holder who has delivered a revocation may, after such revocation, deliver a new electronic instruction at any time prior to the applicable Expiration Deadline.

Yaborã may, in its sole discretion, subject to applicable law, extend, amend or terminate the Consent Solicitation in respect of one or more of the series of Notes at any time and for any reason, including for failure to satisfy any condition to the Consent Solicitation. The applicable Expiration Deadline may not occur on the schedule described in this Consent Solicitation Statement, or at all. Accordingly, Consenting Holders, to the extent their Consent is not validly revoked prior to the applicable Expiration Deadline, may have to wait longer than expected for the applicable Expiration Deadline, during which time such Holders will not be able to effect transfers or sales of their Notes to third parties until the Information and Tabulation Agent returns the Notes on the next business day following the applicable Expiration Deadline.

Yaborã will resolve all questions as to the validity, form, eligibility (including time of receipt) and acceptance and revocations of the Consents and such determinations will be binding. Yaborã reserves the right to reject any or all Consents and revocations not validly given or any Consents Yaborã's acceptance of which could, in the opinion of counsel to Yaborã, be unlawful. Yaborã also reserves the right to waive any defects or irregularities in connection with deliveries or to require a cure of such irregularities within such time as Yaborã determines. None of the Obligors, the Solicitation Agent, the Information and Tabulation Agent or the Trustee or any other person shall have any duty to give notification of any such waiver, defects or irregularities, nor shall any of them incur any liability for failure to give such notification. Delivery of Consents or notices of revocations will be deemed not to have been made until such irregularities have been cured or waived.

Solicitation Agent

Yaborã has retained Citigroup Global Markets Inc. to act as Solicitation Agent in connection with the Consent Solicitation. The Solicitation Agent may contact you regarding the Consent Solicitation and may request brokers, dealers and other nominees to forward this Consent Solicitation Statement and related materials to Beneficial Owners of the Notes. We will pay the Solicitation Agent a customary amount for such services and have agreed to reimburse the Solicitation Agent for their reasonable out-of-pocket expenses. We also have agreed to indemnify the Solicitation Agent and their affiliates against certain liabilities in connection with their services, including liabilities under the federal securities laws.

At any given time, the Solicitation Agent may trade the Notes of any series or any other securities of any Obligor or their respective affiliates for their own accounts or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes. The Solicitation Agent and its affiliates have provided in the past, and are currently providing, other investment banking and financial advisory services to the Obligors and their respective affiliates and has acted as dealer or underwriter with respect to various other capital markets transactions that have been undertaken by the Obligors. The Solicitation Agent and its affiliates may in the future provide various investment banking and other services to the Obligors or their respective affiliates, for which it would receive customary compensation from the Obligors or their respective affiliates, as applicable.

Information and Tabulation Agent

We have retained Global Bondholder Services Corporation as Information and Tabulation Agent in connection with the Consent Solicitation. Information and Tabulation Agent will provide Holders and Beneficial Owners of Notes with information relating to this Consent Solicitation Statement and will be responsible for collecting and tabulating Consents. The Information and Tabulation Agent will provide Yaborã with a report detailing the results of the Consent Solicitation, on which Yaborã may conclusively rely. In addition, the Information and Tabulation Agent will act as agent for the Holders giving Consents for the purpose of receiving the

Consent Fee from us and then transmitting payment to such Holders. Yaborã will pay the Information and Tabulation Agent a customary amount for such services, as well as reimbursement of reasonable out-of-pocket expenses.

Requests for assistance in delivering Consents or for additional copies of this Consent Solicitation Statement may be directed to the Information and Tabulation Agent at its address, telephone numbers and email address set forth on the back cover of this Consent Solicitation Statement.

FEES AND EXPENSES

Yaborã will pay all fees and expenses of the Solicitation Agent and the Information and Tabulation Agent in connection with the Consent Solicitation.

Broker, dealers, commercial banks and trust companies will be reimbursed by Yaborã for customary mailing and handling expenses incurred by them in forwarding material to their customers. Yaborã will not pay any fees or commissions to any broker, dealer or other person (other than the Information and Tabulation Agent) in connection with the solicitation of Consents pursuant to the Consent Solicitation.

TAXATION

The Notes that are the subject of this Consent Solicitation are (i) the 5.150% Notes due 2022 issued by Yaborã and guaranteed by Embraer (each a company incorporated in Brazil), (ii) the 5.696% Notes due 2023 issued by Embraer Overseas (a Cayman Islands exempted company) and guaranteed by Yaborã and Embraer (each a company incorporated in Brazil), (iii) the 5.050% Notes due 2025 issued by Embraer Finance (a private company incorporated in the Netherlands) and guaranteed by Yaborã and Embraer (each a company incorporated in Brazil), and (iv) the 5.400% Notes due 2027 issued by Embraer Finance (a private company incorporated in the Netherlands) and guaranteed by Yaborã and Embraer (each a company incorporated in Brazil).

The Consent Fee payable in respect of each series of Notes will be paid by Embraer Overseas.

Holders should note that the taxation considerations included in this section are limited to a discussion of certain U.S. federal income tax considerations and certain Brazilian tax considerations. This section does not include a discussion in relation to any tax Cayman Islands or Netherlands tax considerations.

In view of the number of different jurisdictions where tax laws may apply to Holders or to Beneficial Owners of Notes, this Consent Solicitation Statement does not discuss all of the potential tax considerations relevant to Holders or Beneficial Owners in respect of whom Consents to the Proposed Amendments are submitted pursuant to the Consent Solicitation. Holders and Beneficial Owners are urged to consult their own tax advisors as to the tax considerations relating to the Consent Solicitation in light of their particular circumstances. Holders and Beneficial Owners are liable for their own taxes and have no recourse to the Obligors, the Solicitation Agent, the Information and Tabulation Agent or the Trustee with respect to taxes arising in connection with the Consent Solicitation.

U.S. Federal Income Tax Considerations

The following discussion is a summary of certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) relating to the Consent Solicitation, the Proposed Amendments and the Consent Fee. This discussion is based on current provisions of the Internal Revenue Code of 1986, as amended, (the “Code”), Treasury regulations and judicial and administrative authority, all of which are subject to change or differing interpretation, possibly with retroactive effect. No ruling has been or will be sought from the Internal Revenue Service (the “IRS”), with respect to the matters discussed below, and there can be no assurance that the IRS will not take a contrary position regarding the tax consequences discussed below, or that any such contrary position would not be sustained by a court.

This discussion is limited to U.S. Holders who hold their Notes as capital assets within the meaning of the Code (generally property held for investment). This summary does not address all of the U.S. federal income tax consequences that may be relevant to U.S. Holders, nor does it address tax consequences that may be relevant to particular U.S. Holders that are subject to special tax rules (including, for example, U.S. expatriates, banks or other financial institutions, broker-dealers, insurance companies, regulated investment companies, real estate investment trusts, tax-exempt entities, individual retirement accounts, common trust funds, dealers or traders in securities or currencies, partnerships and other pass-through entities (and investors therein), persons that have a functional currency other than the U.S. dollar, persons subject to the alternative minimum tax, accrual basis taxpayers subject to special tax accounting rules, and persons in other special situations such as those who hold Notes as part of a straddle, hedge, conversion transaction or other integrated investment). Furthermore, this discussion does not address other U.S. federal tax consequences (i.e. estate or gift tax or the Medicare tax on net investment income) or tax consequences arising under the tax laws of any state, locality or non-U.S. jurisdiction.

For purposes of this discussion, a “**U.S. Holder**” is a beneficial owner of Notes who or that is, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a corporation that is created or organized under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust (a) with respect to which a U.S. court is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of its substantial decisions, or (b) which has in effect a valid election to be treated as a United States person for U.S. federal income tax purposes.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Notes, the treatment of the partnership and its partners generally will depend upon the activities of the partnership and the status of the partner. Partnerships holding Notes and their partners should consult their own tax advisors regarding the tax consequences to them of the Consent Solicitation, the adoption of the Proposed Amendments and the Consent Fee.

All Noteholders are urged to consult their own tax advisors regarding the U.S. federal income tax consequences to them of the Consent Solicitation, the adoption of the Proposed Amendments and the Consent Solicitation, as well as the application of state, local and non-U.S. income and other tax laws.

Tax Treatment of the Proposed Amendments

Under applicable Treasury Regulations, a modification of a debt instrument will result in a deemed exchange upon which gain or loss may be recognized for U.S. federal income tax purposes if the modification is “significant”, even if no actual exchange of the debt instrument occurs. A modification of a debt instrument generally will be considered a “significant modification” and, as a result, generally will be treated as a deemed exchange if, based on all the facts and circumstances and taking into account all changes in the terms of the debt instrument collectively (other than certain specified changes), the legal rights or obligations that are altered, and the degree to which they are altered, are “economically significant”.

The Treasury Regulations provide that a modification of a debt instrument that adds, deletes, or alters customary accounting or financial covenants is not a “significant modification” giving rise to a deemed exchange. The Treasury Regulations, however, do not provide discussions or examples of when an accounting or financial covenant will be considered “customary” for this purpose. Although the matter is not free from doubt, Yaborã intends to take the position that the adoption of the Proposed Amendments does not constitute a “significant modification” of the Notes. It is possible, however, that one or more of the covenants that will be affected by the adoption of the Proposed Amendments will not qualify as a customary accounting or financial covenant. In that case, the adoption of the applicable Proposed Amendments would be subject to the general “significant modification” test described above.

The Treasury Regulations further provide that a change in yield of a debt instrument is a “significant modification” if the yield on the modified obligation, computed in the manner described in the Treasury Regulations, varies from the annual yield on the unmodified instrument (determined on the date of the modification) by more than the greater of (i) 1/4 of one percent; or (ii) 5 percent of the annual yield of the unmodified instrument. For purposes of determining the yield of the modified debt instrument, payments (such as the Consent Fee) paid to a beneficial owner as consideration for the modification are taken into account as a reduction of the adjusted issue price of the debt instrument. The change in yield resulting from receipt of the Consent Fee is not expected to give rise to a “significant modification” under the change in yield test described above. As a result, and based on the foregoing, Yaborã intends to take the position that receipt of the Consent Fee will not give rise to a “significant modification” of the Notes.

Although the matter is not free from doubt, Yaborã intends to take the position that the adoption of the Proposed Amendments and receipt of the Consent Fee, taken together, do not constitute a “significant modification” of the Notes under the applicable Treasury Regulations, and therefore do not result in a deemed exchange of the Notes for U.S. federal income tax purposes. Based on the foregoing, U.S. Holders would not recognize any gain or loss with respect to the Notes as a result of the adoption of the Proposed Amendments and/or the receipt of the Consent Fee, and a U.S. Holder would continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the Notes as such U.S. Holder had immediately prior to the adoption of the Proposed Amendments, in each case except as described below under “—Tax Consequences of Receipt of the Consent Fee to Consenting U.S. Holders”. The remainder of this discussion assumes there will be no “significant modification” of the Notes resulting in a deemed exchange of the Notes. There can be no assurance, however, that the IRS will not take a different position or that any such position, if taken, would not be sustained by a court. If the IRS successfully asserted that the adoption of the Proposed Amendments and/or receipt of the Consent Fee resulted in a deemed exchange of the Notes, the tax consequences of such adoption and/or receipt may differ materially from the tax consequences described herein.

U.S. Holders are urged to consult their own tax advisors regarding the U.S. federal income tax treatment of the Consent Solicitation, including the adoption of the Proposed Amendments and receipt of the Consent Fee.

Tax Consequences of Receipt of the Consent Fee to Consenting U.S. Holders

Although the treatment of a U.S. Holder's receipt of the Consent Fee for U.S. federal income tax purposes is uncertain, Yaborã intends to take the position that the Consent Fee should be treated for U.S. federal income tax purposes as a separate fee paid to a U.S. Holder in consideration of such Holder's consent to the adoption of the Proposed Amendments. In such case, a U.S. Holder would recognize ordinary income in the amount of the Consent Fee received (including the amount of withholding tax and additional amounts, if any), without any reduction by any portion of a U.S. Holder's tax basis in the Notes. U.S. Holders should consult their tax advisors regarding the U.S. federal income tax considerations to them of the receipt of the Consent Fee.

A U.S. Holder generally will be entitled to a foreign tax credit in respect of any Brazilian tax withheld from the payment of the Consent Fee. However, foreign taxes may be credited only against U.S. taxes on foreign source income. The treatment of the Consent Fee is not clear, and U.S. Holders, therefore, should consult their own tax advisors regarding the application of the U.S. foreign tax credit rules to the income represented by the Consent Fee.

Tax Consequences to Non-Consenting U.S. Holders

The tax treatment of a U.S. Holder that does not consent to the adoption of the Proposed Amendments and continues to own Notes after adoption of the Proposed Amendments will depend upon whether such amendments constitute a "significant modification" of the Notes. As discussed above, although the matter is not free from doubt, Yaborã intends to take the position that the adoption of the Proposed Amendments does not constitute a "significant modification" of the Notes. Accordingly, a U.S. Holder that does not consent and does receive a Consent Fee should not have any U.S. federal income tax consequences with respect to the Notes as a result of the adoption of the Proposed Amendments. However, if the IRS successfully asserted that a deemed exchange occurs as a result of the adoption of the Proposed Amendments, a non-consenting U.S. Holder may have materially different tax consequences. Non-consenting U.S. Holders are encouraged to consult their own tax advisors regarding the potential tax consequences of the adoption of the Proposed Amendments.

THE FOREGOING DISCUSSION IS FOR GENERAL INFORMATION PURPOSES ONLY. ALL NOTEHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE SPECIFIC TAX CONSEQUENCES TO THEM OF THE CONSENT SOLICITATION, THE ADOPTION OF THE PROPOSED AMENDMENTS AND RECEIPT OF THE CONSENT FEE, INCLUDING THE APPLICABILITY OF STATE, LOCAL NON-U.S. AND OTHER TAX LAWS.

Certain Brazilian Tax Considerations

The following is a general summary of the Brazilian tax considerations that may be relevant to a Holder of the Notes that is an individual, entity, trust or organization that is not resident or domiciled in Brazil for purposes of Brazilian taxation (a "**Non-Resident Holder**") with respect to the payment of the applicable Consent Fee. The discussion is based on the tax laws and regulations of Brazil as in effect on the date hereof, which are subject to change, possibly with retroactive effect, and to differing interpretations, which may result in different tax consequences than those described below.

The information set forth below is intended to be a general discussion only and does not address all possible tax consequences relating to the payment of the applicable Consent Fee.

HOLDERS OF THE NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE CONSEQUENCES OF THE RECEIPT OF THE CONSENT FEE AND ANY OTHER PAYMENT IN RESPECT THEREOF.

Investors should note that, as to the discussions below, other income tax rate or treatment may be provided for in any applicable tax treaty between Brazil and the country where the Non-Resident Holder is domiciled. Investors should also note that there is no tax treaty between Brazil and the United States.

Payments of the Consent Fees by Yaborã

Generally, Non-Resident Holders are taxed in Brazil only when their income is derived from Brazilian sources. The applicability of Brazilian taxes with respect to payments on the Notes will depend on the origin of such payments and on the domicile of the beneficiaries thereof.

The Consent Fee, if received by a Non-Resident Holder from a Brazilian source will be subject to withholding income tax in Brazil at the rates described below.

As of today, when no specific rate is provided under Brazilian legislation, Brazilian withholding income tax on the remittance of income to beneficiaries abroad will be due at (i) the general rate of 15%, (ii) the rate of 25% if the beneficiary of such payments is located in a Favorable Tax Jurisdiction (that is deemed to be a jurisdiction which does not impose any tax on income or which imposes such tax at a maximum effective rate lower than 20% (or 17% provided that the requirements set forth in Normative Ruling No. 1,530, dated December 19, 2014, are met) or where the laws impose restrictions on the disclosure of ownership composition or securities ownership or do not allow for the identification of the effective beneficiary of the income attributed to non-residents, a “**Favorable Tax Jurisdiction**”) or (iii) such other lower rate that might be provided for in an applicable tax treaty between Brazil and the other country where the recipient of the payment has its domicile. Any Non-Resident Holder requesting the application of tax rates lower than the general rate as prescribed above must furnish Yaborã with reasonable certification, identification or other reporting requirements concerning the nationality, residence, identity or connection with the taxing jurisdiction under which the lower tax rate is provided.

There is a controversy as to whether the withholding income tax could be due at a 15% rate on payments to beneficiaries located in Favorable Tax Jurisdictions under Normative Ruling No. 1,455, dated March 6, 2014, issued by the Brazilian Federal Revenue Service, which applies to payments related to debt securities registered with the Central Bank of Brazil, including commercial papers.

In case the Consent Fee is deemed as a payment in retribution of non-technical and non-administrative services under Brazilian tax legislation, the applicable withholding income tax rate on the remittance of the Consent Fee will be 25%.

Law No. 11,727/08 created the concept of privileged tax regimes. Under Law No. 11,727/08, a privileged tax regime is considered to be a regime that (1) does not tax income or taxes it at a maximum rate lower than 20% (or 17% provided that the requirements set forth in Normative Ruling No. 1,530, dated December 19, 2014, are met); (2) grants tax advantages to a non-resident entity or individual (a) without the need to carry out a substantial economic activity within the country or a said territory or (b) conditioned upon the non-exercise of a substantial economic activity within the country or a said territory; (3) does not tax income generated outside the jurisdiction, or taxes it at a maximum rate lower than 20% (or 17% provided that the requirements set forth in Normative Ruling No. 1,530, dated December 19, 2014, are met) or (4) does not provide access to information related to shareholding composition, ownership of goods and rights or the economic transactions carried out (“**Privileged Tax Regime**”).

The interpretation of the current Brazilian tax legislation could lead to the conclusion that the concept of Privileged Tax Regime shall be solely applied for purposes of the observance of transfer pricing and thin capitalization rules. In the past, it was not clear whether the concept of Privileged Tax Regime was also applicable to other payments made to residents outside Brazil. In December 2017, the Brazilian tax authorities issued Ruling No. 575/2017, stating that only payments to countries deemed as Favorable Tax Jurisdictions would be subject to withholding tax at a 25% rate. Nevertheless, we cannot assure you that subsequent legislation or interpretations by the Brazilian tax authorities regarding the definition of a Privileged Tax Regime will also apply to a Non-Brazilian Holder. In such case, payments made related to this section to Non-Resident Holders which are subject to Privileged Tax Regimes could be subject to the higher tax rate discussed above.

Yaborã shall gross up for any Brazilian withholding income tax in respect of the Consent Fee. Yaborã will be allowed under Brazilian tax laws to pay such additional amounts as may be necessary to ensure that the net amount of the applicable Consent Fee to be received by the Non-Resident Holder after the assessment of withholding income tax will equal the amounts that would have been paid in the absence of such withholding.

Tax on Foreign Exchange Transactions

Pursuant to Decree No. 6,306, dated December 14, 2007, as amended, the conversion of Brazilian currency into foreign currency (e.g., for purposes of paying the Consent Fee) is subject to the Tax on Foreign Exchange Transactions (“**IOF/Exchange**”). Currently, for most exchange transactions, the rate of IOF/Exchange is 0.38%. Since the payment of the Consent Fee will be made with funds held outside Brazil, no IOF/Exchange should be levied. In case the Brazilian tax authorities determine that Brazil was the source of payment, Yaborã may be liable to pay IOF/Exchange.

The Brazilian government is allowed to increase the rate of the IOF/Exchange at any time up to 25% of the amount of the foreign exchange transaction. However, any increase in rates may only apply to transactions carried out after this increase and not retroactively.

Stamp, Transfer or Similar Taxes

Generally, there are no stamp, transfer or other similar taxes in Brazil applicable to the payment of the Consent Fees in connection with the Notes.

AVAILABLE INFORMATION

Embraer currently files annual and other reports with the SEC pursuant to the Exchange Act.

In addition, pursuant to the Issuer/Guarantor Substitution, on January 1, 2020, Yaborã became subject to reporting obligations under the Exchange Act. However, in connection with the Consent Solicitation, Yaborã intends to delist the NYSE Listed Notes and make such filings as are necessary to suspend the duty of Yaborã to file reports under the Exchange Act.

Filings made with the SEC by Embraer and Yaborã are available to the public at the SEC's website at www.sec.gov.

Statements made in this Consent Solicitation Statement concerning the provisions of any contract, agreement, indenture or other document referred to herein are not necessarily complete. With respect to each such statement concerning a contract, agreement, indenture or other document filed with the SEC, reference is made to such filing for a more complete description of the matter involved, and each such statement is qualified in its entirety by such reference.

Information on any websites of Yaborã or Embraer does not constitute part of this Consent Solicitation Statement and should not be relied upon in connection with making any decision with respect to the Consent Solicitation.

The Information and Tabulation Agent for the Consent Solicitation is:

Global Bondholder Services Corporation

By Hand, Mail
or Overnight Courier:
65 Broadway — Suite 404
New York, NY 10006
Email: contact@gbsc-usa.com

By Facsimile Transmission:
(For eligible institutions only)
(212) 430-3775/3779
Attn: Corporate Actions
Confirmation: (212) 430-3774

Any questions or requests for assistance may be directed to the Solicitation Agent at its address or one of its telephone numbers set forth below. Requests for additional copies of this Consent Solicitation Statement may be directed to the Information and Tabulation Agent at its address, one of its telephone numbers or the email address set forth below. A Holder may also contact the Solicitation Agent at its telephone numbers set forth below or such Holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Consent Solicitation.

The Information and Tabulation Agent for the Consent Solicitation is:

Global Bondholder Services Corporation

65 Broadway — Suite 404
New York, New York 10006
Attn: Corporate Actions
Email: contact@gbsc-usa.com

Banks and Brokers call: (212) 430-3774
Toll free (866) 794-2200

The Solicitation Agent for the Consent Solicitation is:

Citigroup Global Markets Inc.

388 Greenwich Street, 7th Floor
New York, New York 10013
Attn: Liability Management Group
Telephone: (800) 588-3745 (toll free)
(212) 723-6106 (collect)

ANNEX: THE PROPOSED AMENDMENTS

The Supplemental Indentures will contain the following language in respect of the Proposed Amendments. The Supplemental Indentures will also include any other consequential or conforming changes to the Indentures, as required. A copy of the Supplemental Indenture in respect of the relevant series of Notes can be obtained upon request from the Information and Tabulation Agent.

The following is the text of certain relevant parts of the Indentures as they would appear in amended form if the Proposed Amendments were adopted, with an indication of differences between the parts with the Proposed Amendments incorporated and parts as they stand as of the date of this Consent Solicitation Statement. New text is indicated by a double underline (new text). Deleted text is indicated by a way of strikethrough (~~deleted text~~).

Capitalized terms used but not defined in the extracts set forth below have the meanings given to such terms in the relevant Indenture.

Additional Definitions

The following amendments apply to the definitions section of each of the Indentures:

“Recognized Stock Exchange” means an organized regularly operating stock exchange or securities market in a country or territory that is or has been (a) a member of the Organization for Economic Co-operation and Development, (b) a member of the European Economic Area, (c) a Crown Dependency or (d) a British Overseas Territory.

“SEC Reporting Company” means a company that is subject to the applicable reporting requirements of Section 12, 13 or 15(d) of the Exchange Act (whether as a foreign private issuer or as a domestic US issuer).

“SEC Reporting Parent Guarantor” means any person that (a) is an SEC Reporting Company, (b) directly or indirectly holds at least 66.6% of the total voting power of the voting stock of [the Company¹] [the Guarantor²] (a “Parent Company”) and (c) has guaranteed to each Holder of the [Notes³] [Securities⁴] and to the Trustee the full and punctual payment of the principal, premium, interest, additional amounts and all other amounts that may become due and payable under the Notes and the full and punctual payment of all other amounts payable by the relevant issuer of the Notes under the relevant Indenture as they become due.

Reporting Covenant Amendments

The following amendments apply to the reporting requirements provisions in each of the Indentures:

~~The Company (unless at the time no Outstanding [Notes³] [Securities⁴] have been registered with the SEC pursuant to the Securities Act) [and the Guarantor²] shall file with the Trustee and the SEC, and transmit to Holders, such information, documents and other reports, and such summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant to the Trust Indenture Act.~~

~~Notwithstanding that the [Company¹] [Guarantor²] may not be required to remain subject to the reporting requirements of Section 12, 13 or 15(d) of the Exchange Act, the [Company¹] [Guarantor²] will continue to file with the SEC and provide the Trustee with such annual reports and such information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which are specified in Sections 12, 13 and 15(d) of the Exchange Act.~~

¹ Applies to the Supplemental Indenture in respect of the 2022 Notes.

² Applies to the Supplemental Indenture in respect of the 2023 Notes, the 2025 Notes and the 2027 Notes.

³ Applies to the Supplemental Indenture in respect of the 2023 Notes.

⁴ Applies to the Supplemental Indenture in respect of the 2022 Notes, the 2025 Notes and the 2027 Notes.

The [Company¹] [Guarantor²] shall provide the Trustee and the Holders of the Notes with (or by publishing on its website or the website of its Parent Company) (i) annual audited consolidated financial statements within 120 days of the end of each fiscal year and (ii) unaudited quarterly financial statements within 60 days of the end of each of the first three fiscal quarters in each year, in each case prepared in accordance with applicable generally accepted accounting principles (the “GAAP Reporting Obligation”)

If, and for so long as (a) the [Company¹] [Guarantor²] is an SEC Reporting Company or (b) the [Notes³] [Securities⁴] are guaranteed by an SEC Reporting Parent Guarantor, the [Company¹] [Guarantor²] shall be entitled to elect, by notice to the Trustee and the Holders of the relevant series of Notes in accordance with Section [12.2³] [1.6⁴] of the Indenture, that the [Company¹] [Guarantor²] GAAP Reporting Obligation in respect of the [Notes³] [Securities⁴] shall be satisfied if the [Company¹] [Guarantor²] or the SEC Reporting Parent Guarantor, as the case may be, complies with its obligations under the Exchange Act to file annual and, if applicable, interim financial statements with the SEC by the applicable due dates for such filings in lieu of providing financial statements of the [Company¹] [Guarantor²] pursuant to the GAAP Reporting Obligation.

Listing Covenant Amendments

The following amendments apply to the listing provisions in each of the Indentures (other than the Indenture governing the 2023 Notes):

Section 3.4 ~~New York Stock Exchange~~ Listing

The Company [and the Guarantor⁵] will use [its¹] [their⁵] reasonable best efforts to cause the [Notes³] [Securities⁴] to be listed on ~~the New York Stock Exchange~~ a Recognized Stock Exchange, and shall from time to time take such other actions as shall be necessary or advisable to maintain the listing of the [Notes³] [Securities⁴] thereon or another ~~recognized securities exchange~~ Recognized Stock Exchange (the “Listing Covenant”).

If, and for so long as, the [Notes³] [Securities⁴] are guaranteed by an SEC Reporting Parent Guarantor, then the Listing Covenant shall be suspended and cease to apply (a “Listing Covenant Suspension”). During any period in which a Listing Covenant Suspension applies, the Company [and the Guarantor⁶] shall be entitled to delist the [Notes³] [Securities⁴] from any stock exchange or securities exchange on which such [Notes³] [Securities⁴] may be listed.

If a Listing Covenant Suspension ceases to apply because the [Notes³] [Securities⁴] cease to be guaranteed by an SEC Reporting Parent Guarantor (the date of such cessation being referred to as the “Listing Covenant Reversion Date”), and on the Listing Covenant Reversion Date the [Notes³] [Securities⁴] are not listed on any Recognized Stock Exchange, then Company [and the Guarantor⁷] shall have a period of twelve months from the Listing Covenant Reversion Date to obtain a listing of the [Notes³] [Securities⁴] on any Recognized Stock Exchange, provided that Company [and the Guarantor⁸] shall not be required to obtain such listing if, within such twelve-month period, the [Notes³] [Securities⁴] becomes guaranteed by an SEC Reporting Parent Guarantor.

The following amendments apply to the listing provisions in the Indenture governing the 2023 Notes:

Section 4.12 Listing

The Company and the Guarantor will use their commercially reasonable efforts to cause the Notes to be listed on a Recognized Stock Exchange within twelve months from the date that the Notes cease to be guaranteed by

⁵ Applies to the Supplemental Indenture in respect of the 2025 Notes and the 2027 Notes.

⁶ Applies to the Supplemental Indenture in respect of the 2025 Notes and the 2027 Notes.

⁷ Applies to the Supplemental Indenture in respect of the 2025 Notes and the 2027 Notes.

⁸ Applies to the Supplemental Indenture in respect of the 2025 Notes and the 2027 Notes.

Embraer S.A., and shall from time to time take such other actions as shall be necessary or advisable to maintain the listing of the Notes thereon or another Recognized Stock Exchange (the “**Listing Covenant**”).

If, and for so long as, the Notes are guaranteed by an SEC Reporting Parent Guarantor, then the Listing Covenant shall be suspended and cease to apply (a “**Listing Covenant Suspension**”). During any period in which a Listing Covenant Suspension applies, the Company and the Guarantor shall be entitled to delist the Notes from any stock exchange or securities exchange on which such Notes may be listed.

If a Listing Covenant Suspension ceases to apply because the Notes cease to be guaranteed by an SEC Reporting Parent Guarantor (the date of such cessation being referred to as the “**Listing Covenant Reversion Date**”), and on the Listing Covenant Reversion Date the Notes are not listed on any Recognized Stock Exchange, then Company and the Guarantor shall have a period of twelve months from the Listing Covenant Reversion Date to obtain a listing of the Notes on any Recognized Stock Exchange, provided that Company and the Guarantor shall not be required to obtain such listing if, within such twelve-month period, the Notes become guaranteed by an SEC Reporting Parent Guarantor.