



EMBRAER S.A.

(incorporated in the Federative Republic of Brazil)

EMBRAER NETHERLANDS FINANCE B.V.

(incorporated in the Netherlands)

a wholly-owned subsidiary of Embraer S.A.

OFFER TO PURCHASE FOR CASH

ANY AND ALL OF THE OUTSTANDING 5.400% SENIOR UNSECURED GUARANTEED NOTES DUE 2027
“ANY AND ALL NOTES”

AND

UP TO THE MAXIMUM PRINCIPAL AMOUNT (AS DEFINED BELOW) OF
THE OUTSTANDING 6.950% SENIOR UNSECURED GUARANTEED NOTES DUE 2028
“CAPPED NOTES”

THE ANY AND ALL OFFER (AS DEFINED HEREIN) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 11, 2025 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED IN THE OFFEROR’S SOLE DISCRETION, THE “ANY AND ALL EXPIRATION DATE”). TO BE ELIGIBLE TO RECEIVE THE ANY AND ALL TOTAL CONSIDERATION (AS DEFINED HEREIN), HOLDERS OF THE ANY AND ALL NOTES (AS DEFINED HEREIN) MUST VALIDLY TENDER AND NOT VALIDLY WITHDRAW THEIR ANY AND ALL NOTES ON OR PRIOR TO THE ANY AND ALL EXPIRATION DATE, OR DELIVER A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND OTHER REQUIRED DOCUMENTS PURSUANT TO THE GUARANTEED DELIVERY PROCEDURES ON OR PRIOR TO THE ANY AND ALL EXPIRATION DATE AND TENDER THEIR ANY AND ALL NOTES ON OR PRIOR TO THE GUARANTEED DELIVERY DATE (AS DEFINED HEREIN). VALIDLY TENDERED ANY AND ALL NOTES MAY BE WITHDRAWN IN ACCORDANCE WITH THE TERMS OF THE ANY AND ALL OFFER AT ANY TIME ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 11, 2025, EXCEPT AS DESCRIBED HEREIN OR AS REQUIRED BY APPLICABLE LAW (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, IN THE OFFEROR’S SOLE DISCRETION, THE “ANY AND ALL WITHDRAWAL DATE”).

THE CAPPED OFFER (AS DEFINED HEREIN) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON MARCH 6, 2025 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED IN THE OFFEROR’S SOLE DISCRETION, THE “CAPPED EXPIRATION DATE”). TO BE ELIGIBLE TO RECEIVE THE CAPPED TOTAL CONSIDERATION (AS DEFINED HEREIN), CAPPED NOTEHOLDERS (AS DEFINED HEREIN) MUST VALIDLY TENDER AND NOT VALIDLY WITHDRAW THEIR CAPPED NOTES ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 19, 2025 (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED IN THE OFFEROR’S SOLE DISCRETION, THE “CAPPED EARLY TENDER DATE”). CAPPED NOTEHOLDERS VALIDLY TENDERING THEIR CAPPED NOTES AFTER THE CAPPED EARLY TENDER DATE AND ON OR PRIOR TO THE CAPPED EXPIRATION DATE WILL ONLY BE ELIGIBLE TO RECEIVE THE CAPPED TENDER CONSIDERATION (AS DEFINED HEREIN), WHICH EQUALS THE CAPPED TOTAL CONSIDERATION LESS THE CAPPED EARLY TENDER PAYMENT (AS DEFINED HEREIN). VALIDLY TENDERED CAPPED NOTES MAY BE WITHDRAWN IN ACCORDANCE WITH THE TERMS OF THE CAPPED OFFER ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, FEBRUARY 19, 2025 (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, IN THE OFFEROR’S SOLE DISCRETION, THE “CAPPED WITHDRAWAL DATE”). THERE IS NO GUARANTEED DELIVERY MECHANISM PROVIDED FOR BY THE OFFEROR IN CONJUNCTION WITH THE CAPPED OFFER.

Any and All Offer

Embraer S.A. (“Embraer”), hereby offers to purchase for cash any and all of the outstanding notes issued by Embraer Netherlands Finance B.V. (“Embraer Finance”) of the series set forth in the table on the third page of this cover under the heading “Any and All Notes” (all such notes appearing under such heading, the “Any and All Notes” and each a “series” of Any and All Notes) from each registered holder of Any and All Notes (each, an “Any and All Noteholder” and, collectively, the “Any and All Noteholders”), upon the terms and subject to the conditions set forth in this Offer to Purchase (as it may be amended or supplemented from time to time, this “Offer to Purchase”) for the consideration displayed below and described herein (such offer to purchase the Any and All Notes is referred to herein as the “Any and All Offer”).

Capped Offer

Embraer hereby offers to purchase for cash the outstanding notes issued by Embraer Finance of the series set forth in the table on the third page of this cover under the heading “Capped Notes” (all such notes appearing under such heading, the “Capped Notes” and each a “series” of Capped Notes, and together with the Any and All Notes, the “Notes”) from each registered holder of Capped Notes (each, a “Capped Noteholder” and, collectively, the “Capped Noteholders” and, together with the Any and All Noteholders, the “Holders” and each individual holder, a “Holder”), up to an aggregate principal amount of Capped Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Capped Offer (as defined below) not to exceed US\$150,000,000 (subject to increase or decrease by Embraer in its sole discretion, the “Maximum Principal Amount”), upon the terms and subject to the conditions set forth in this Offer to Purchase for the consideration displayed below and described herein (such offer to purchase the Capped Notes is referred to herein as the “Capped Offer” and, together with the Any and All Offer, the “Offers” and each individual offer is referred to herein as an “Offer”).

If the Capped Notes are validly tendered and not validly withdrawn and accepted for purchase in an aggregate principal amount in excess of the Maximum Principal Amount pursuant to the Capped Offer, such tendered Capped Notes will be subject to proration. We will prorate the Capped Notes accepted for purchase pursuant to the Capped Offer pursuant to the Acceptance Priority Procedures (as defined below) described herein. For a description of the applicable proration procedures, see “The Offers—Maximum Principal Amount; Proration; Acceptance Priority Procedures.” We reserve the right, in our sole discretion, subject to applicable law, to increase or decrease the Maximum Principal Amount at any time, but there can be no assurance that we will do so. There is no guaranteed delivery mechanism provided for by the Offeror in conjunction with the Capped Offer.

Embraer is referred to herein as the “Offeror,” “us,” “we” or “our.” Each Offer is a separate offer, and each Offer may be individually amended, extended or terminated.

The Any and All Total Consideration (as defined herein), the Capped Tender Consideration (as defined herein) and the Capped Total Consideration (as defined herein) for each US\$1,000 principal amount of Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the applicable Offer will be determined in this Offer to Purchase by reference to the applicable Fixed Spread (as defined herein) over the applicable Reference Yield (as defined herein) based on the bid side price of the U.S. Treasury Security specified below (the “Reference U.S. Treasury Security”), as calculated by the Dealer Managers (as defined herein) at 11:00 a.m., New York City time, on February 11, 2025 for the Any and All Offer (such time and date, as the same may be extended, the “Any and All Price Determination Date”) and at 11:00 a.m., New York City time, on February 20, 2025 for the Capped Offer (such time and date, as the same may be extended, the “Capped Price Determination Date” and, together with the Any and All Price Determination Date, each an applicable “Price Determination Date”). If the Any and All Expiration Date is extended by more than 48 hours by Embraer in its sole discretion, the Any and All Price Determination Date may be extended to 11:00 a.m., New York City time, on the same day as the extended Any and All Expiration Date. If the Capped Early Acceptance Date is extended by more than 48 hours by the Offeror in its sole discretion, the Capped Price Determination Date may be extended to 11:00 a.m., New York City time, on the same day of the extended Capped Early Acceptance Date. In addition to the Any and All Total Consideration, the Capped Total Consideration, or the Capped Tender Consideration, as applicable, all Holders whose Notes are accepted for purchase pursuant to the Offers will be paid accrued and unpaid interest on the Notes (“Accrued Interest”) from, and including, the applicable last interest payment date up to, but not including, the applicable Settlement Date (as defined herein) payable on such date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes accepted for purchase in the applicable Offer. Accrued Interest on the Any and All Notes tendered using the Guaranteed Delivery Procedures (as defined herein) will cease to accrue on the Any and All Settlement Date.

The Offers are subject to the satisfaction of certain conditions, including the satisfaction or waiver, on or prior to the Any and All Expiration Date, of the Financing Condition (as defined herein), as set forth in this Offer to Purchase under the caption “The Offers—Conditions of the Offers.” The Offers are not contingent upon the valid tender of any minimum principal amount of Notes. The consummation of an Offer is not conditioned on the consummation of the other Offers. Each Offer is independent of the other Offers, and we may, subject to applicable law, withdraw or modify any Offer without withdrawing or modifying other Offers.

Neither the U.S. Securities and Exchange Commission (the “SEC”) nor any U.S. state securities commission has approved or disapproved the Offers, passed upon the merits or fairness of the Offers or passed upon the adequacy or accuracy of the disclosure in this Offer to Purchase. Any representation to the contrary is a criminal offense.

The Dealer Managers for the Offers are:

Citigroup

Goldman Sachs & Co. LLC

J.P. Morgan

Morgan Stanley

PNC Capital Markets LLC

February 5, 2025

(Cover page continued)

Any and All Notes

<u>Title of Security</u>	<u>CUSIP / ISIN</u>	<u>Principal Amount Outstanding</u>	<u>Reference U.S. Treasury Security</u>	<u>Bloomberg Reference Page⁽¹⁾</u>	<u>Fixed Spread</u>
5.400% Senior Unsecured Guaranteed Notes due 2027	29082H AB8 / US29082HA B87	US\$522,035,000	4.125% due January 31, 2027	FIT1	45 bps

(1) The applicable page on Bloomberg from which the Dealer Managers will quote the bid side price of the Reference U.S. Treasury Security.

Capped Notes

<u>Title of Security</u>	<u>CUSIP / ISIN</u>	<u>Principal Amount Outstanding</u>	<u>Reference U.S. Treasury Security</u>	<u>Bloomberg Reference Page⁽¹⁾</u>	<u>Fixed Spread⁽²⁾</u>	<u>Capped Early Tender Payment⁽³⁾</u>
6.950% Senior Unsecured Guaranteed Notes due 2028	<i>Regulation S:</i> N29505 AA7 / USN29505AA70 <i>Rule 144A:</i> 29082H AC6 / US29082HAC60	US\$479,254,000	4.250% due January 15, 2028	FIT1	80 bps	US\$50.00

(1) The applicable page on Bloomberg from which the Dealer Managers will quote the bid side price of the Reference U.S. Treasury Security.

(2) Inclusive of Capped Early Tender Payment.

(3) Per US\$1,000 principal amount. The Capped Total Consideration for Capped Notes validly tendered and not validly withdrawn on or prior to the Capped Early Tender Date and accepted for purchase is calculated using the applicable Fixed Spread and is inclusive of the Capped Early Tender Payment.

Notwithstanding any other provision of the Offer, the Offeror's obligation to accept for purchase and to pay for Notes validly tendered and not validly withdrawn pursuant to the Offers is subject to, and conditioned upon, the satisfaction or waiver of the Financing Condition and the General Conditions (as defined below in "The Offers—Conditions of the Offers").

IMPORTANT DATES

Holders should take note of the following dates in connection with the Any and All Offer:

Date	Calendar Date	Event
Launch Date	February 5, 2025	Commencement of the Any and All Offer.
Any and All Price Determination Date	<p>11:00 a.m., New York City time, on February 11, 2025, unless extended or earlier terminated by the Offeror in its sole discretion.</p> <p>If the Any and All Expiration Date is extended by more than 48 hours by the Offeror in its sole discretion, the Any and All Price Determination Date may be extended to 11:00 a.m., New York City time, on same business day as the extended Any and All Expiration Date.</p>	The date for determining the Any and All Total Consideration with respect to the Any and All Notes.
Any and All Withdrawal Date	5:00 p.m., New York City time, on February 11, 2025, unless extended by the Offeror in its sole discretion.	The last day and time to validly withdraw tendered Any and All Notes pursuant to the Any and All Offer, unless the Any and All Offer has been extended or the Any and All Offer is amended in a manner materially adverse to you as a tendering Any and All Noteholder. A valid withdrawal of Any and All Notes on or prior to the Any and All Withdrawal Date will result in the Any and All Noteholder not being eligible to receive the Any and All Total Consideration.
Any and All Expiration Date	5:00 p.m., New York City time, on February 11, 2025, unless extended by the Offeror in its sole discretion.	The last day and time for Any and All Noteholders to tender Any and All Notes pursuant to the Any and All Offer in order to be eligible to receive the Any and All Total Consideration and Accrued Interest.
Guaranteed Delivery Date	5:00 p.m., New York City time, on the second Business Day following the Any and All Expiration Date, expected to be on February 13, 2025, unless the Any and All Expiration Date is extended by the Offeror in its sole discretion.	The last day and time for Any and All Noteholders to deliver Any and All Notes tendered pursuant to the Guaranteed Delivery Procedures.

Date	Calendar Date	Event
Any and All Settlement Date	<p>Promptly after the acceptance by the Offeror for purchase of the Any and All Notes validly tendered and not validly withdrawn prior to the Any and All Expiration Date, upon satisfaction (or waiver by the Offeror) of each and all of the conditions set forth in this Offer to Purchase.</p> <p>The Offeror expects that the Any and All Settlement Date (the “<u>Any and All Settlement Date</u>”) will be three Business Days following the Any and All Expiration Date, which will be February 14, 2025, unless the Any and All Expiration Date is extended by the Offeror in its sole discretion.</p>	The date on which payment of the Any and All Total Consideration and Accrued Interest will occur for all the accepted Any and All Notes that are validly tendered prior to the Any and All Expiration Date and not validly withdrawn on or prior to the Any and All Withdrawal Date, other than Any and All Notes tendered using the Guaranteed Delivery Procedures.
Guaranteed Delivery Settlement Date	The Offeror expects that the Guaranteed Delivery Settlement Date will be within one Business Day following the Guaranteed Delivery Date, which will be February 14, 2025, unless the Any and All Expiration Date is extended by the Offeror in its sole discretion.	The date on which payment of the Any and All Total Consideration and Accrued Interest will occur for all Any and All Notes validly tendered prior to the Any and All Expiration Date using the Guaranteed Delivery Procedures and not validly withdrawn on or prior to the Any and All Withdrawal Date.

Holders should take note of the following dates in connection with the Capped Offer:

Date	Calendar Date	Event
Launch Date	February 5, 2025	Commencement of the Capped Offer.
Capped Early Tender Date	5:00 p.m., New York City time, on February 19, 2025, unless extended by the Offeror in its sole discretion.	The last day and time for Capped Noteholders to tender Capped Notes pursuant to the Capped Offer in order to be eligible to receive the Capped Total Consideration and Accrued Interest. Each Capped Noteholder that validly tenders its Capped Notes prior to the Capped Early Tender Date and does not validly withdraw such Capped Notes on or prior to the Capped Withdrawal Date will be eligible to receive the Capped Total Consideration and Accrued Interest.

Date	Calendar Date	Event
Capped Withdrawal Date	5:00 p.m., New York City time, on February 19, 2025, unless extended by the Offeror in its sole discretion.	The last day and time to validly withdraw tendered Capped Notes pursuant to the Capped Offer. A valid withdrawal of Capped Notes on or prior to the Capped Withdrawal Date will result in the Capped Noteholder not being eligible to receive either the Capped Total Consideration or the Capped Tender Consideration.
Capped Price Determination Date	<p>11:00 a.m., New York City time, on February 20, 2025, unless extended or earlier terminated by the Offeror in its sole discretion.</p> <p>If the Capped Early Acceptance Date is extended by more than 48 hours by the Offeror in its sole discretion, the Capped Price Determination Date may be extended to 11:00 a.m., New York City time, on the same day of the extended Capped Early Acceptance Date.</p>	The date for determining the applicable Capped Total Consideration and the Capped Tender Consideration with respect to the Capped Notes.
Capped Early Acceptance Date	If the Offeror elects to exercise the Capped Early Settlement Right (as defined herein), a date following the Capped Early Tender Date and prior to the Capped Expiration Date.	The date that the Offeror accepts for purchase all applicable Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date, pursuant to the Capped Offer, provided that all conditions of the Capped Offer have been satisfied or where applicable, waived by the Offeror.
Capped Early Settlement Date	<p>If the Offeror elects to exercise the Capped Early Settlement Right, promptly after the acceptance by the Offeror for purchase of the Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date, upon satisfaction (or waiver by the Offeror) of each and all of the conditions set forth in this Offer to Purchase.</p> <p>The Offeror expects that the Capped Early Settlement Date will be within two Business Days following the Capped Early Tender Date, which will be on February 21, 2025, unless the Capped</p>	The date on which payment of the Capped Total Consideration and Accrued Interest, if the Offeror elects to exercise the Capped Early Settlement Right (as defined herein), will occur for all Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date.

Date	Calendar Date	Event
	Early Tender Date is extended by the Offeror in its sole discretion.	
Capped Expiration Date	5:00 p.m., New York City time, March 6, 2025, unless extended by the Offeror in its sole discretion.	The last day and time for Capped Noteholders to tender Capped Notes pursuant to the Capped Offer in order to be eligible to receive the Capped Tender Consideration and Accrued Interest.
Capped Final Settlement Date	Promptly after the acceptance by the Offeror for purchase of the Capped Notes validly tendered on or prior to the Capped Expiration Date or, if the Offeror elects to exercise the Capped Early Settlement Right (as defined herein), after the Capped Early Tender Date but on or prior to the Capped Expiration Date, upon satisfaction (or waiver by the Offeror) of each and all of the conditions set forth in this Offer to Purchase. The Offeror expects that the Capped Final Settlement Date will be within two Business Days following the Capped Expiration Date, which will be March 10, 2025, unless the Capped Expiration Date is extended by the Offeror in its sole discretion.	The date on which payment of the Capped Tender Consideration and Accrued Interest will occur for all Capped Notes validly tendered after the Capped Early Tender Date but on or prior to the Capped Expiration Date.

The above dates and times relating to the Offers are indicative only and are subject to change. See “The Offers—Any and All Expiration Date; Capped Early Tender Date; Capped Expiration Date; Extensions; Amendments; Termination.”

Holders are advised to check with the broker, dealer, bank, custodian, trust company, or other nominee through which they hold their Notes as to the deadlines by which such intermediary would require receipt of instructions from Holders to participate in the Offers in accordance with the terms and conditions of the Offers as described in this Offer to Purchase in order to meet the deadlines set out above. The deadlines set by The Depository Trust Company (“DTC”) or any such intermediary for the submission of tenders of Notes may be earlier than the relevant deadlines specified above.

IMPORTANT INFORMATION REGARDING THE OFFERS

This Offer to Purchase and the notice of guaranteed delivery attached as Annex 1 hereto (the “Notice of Guaranteed Delivery”) contain important information that Holders are urged to read carefully in its entirety before any decision is made with respect to the Any and All Offer.

The applicable Any and All Total Consideration and Capped Total Consideration payable for each series of Notes accepted for purchase pursuant to the applicable Offer will be a price per US\$1,000 principal amount of such series of Notes, calculated in accordance with standard market practice, as described on Schedule A of this Offer to Purchase, that would reflect, as of the applicable Settlement Date, a yield to the applicable maturity date or par call date, in accordance with standard market practice, for a series of Notes equal to the sum of:

- the applicable fixed spread set forth for such series of Notes in the table on the third page of the cover of this Offer to Purchase (the “Fixed Spread”), *plus*
- the applicable yield-to-maturity (the “Reference Yield”), calculated in accordance with standard market practice, based on the bid-side price of the applicable Reference U.S. Treasury Security set forth for such series of Notes in the table on the third page of the cover of this Offer to Purchase (as applicable to each series of Notes, the “Reference Security”), as quoted on the applicable page on the Bloomberg Bond Trader FIT1 (with respect to each Reference Security, the “Reference Page”) at 11:00 a.m., New York City time, on the Any and All Price Determination Date or at 11:00 a.m., New York City time, on the Capped Price Determination Date, as applicable.

The sum of the Fixed Spread and the Reference Yield is referred to in this Offer to Purchase as the “Repurchase Yield.” Specifically, the applicable Any and All Total Consideration and Capped Total Consideration offered per US\$1,000 principal amount of each series of Notes validly tendered and not validly withdrawn and accepted for purchase will equal:

- the present value per US\$1,000 principal amount of all remaining payments of principal and interest to the maturity date, or par call date, as applicable, in accordance with standard market practice, on such series of Notes, discounted to the applicable Settlement Date in accordance with the formula set forth on Schedule A hereto, at a discount rate equal to the applicable Repurchase Yield, *minus*
- Accrued Interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date per US\$1,000 principal amount of such series of Notes.

Subject to the terms and conditions described in this Offer to Purchase, Any and All Noteholders that (i) validly tender their Any and All Notes pursuant to the Any and All Offer on or prior to the Any and All Expiration Date or (ii) deliver a properly completed and duly executed Notice of Guaranteed Delivery, follow the Guaranteed Delivery Procedures, and do not validly withdraw on or prior to the Any and All Withdrawal Date, will receive the applicable Any and All Total Consideration, as the set forth in the table on the third page of the cover of this Offer to Purchase, for each US\$1,000 principal amount of such Any and All Notes (assuming satisfaction, or where applicable, waiver of the conditions to the Any and All Offer). Acceptance of Any and All Notes is subject to the terms and conditions set forth in the Offer documents, and payment for Any and All Notes purchased will be made on the Any and All Settlement Date.

Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount and proration procedures, Capped Noteholders that validly tender their Capped Notes pursuant to the Capped Offer on or prior to the applicable Capped Early Tender Date and that are accepted for purchase will receive the Capped Total Consideration for each US\$1,000 principal amount of Capped Notes validly tendered and not validly withdrawn on or prior to the Capped Early Tender Date and accepted for purchase pursuant to the Capped Offer. The Capped Total Consideration, as calculated using the applicable Fixed Spread for the Capped Notes as set forth in the table on the third page of the cover of this Offer to Purchase, is inclusive of the Capped Early Tender Payment (as defined below), as described herein. Capped Noteholders that validly tender their Capped Notes pursuant to the Capped Offer after the Capped Early Tender Date, but on or prior to the Capped Expiration Date, and that are accepted for purchase,

will receive only the applicable “Capped Tender Consideration,” which consists of the applicable Capped Total Consideration *minus* an amount in cash (the “Capped Early Tender Payment”) equal to the applicable amount for each US\$1,000 principal amount of Capped Notes, as set forth in the table on the third page of the cover of this Offer to Purchase under the heading “Capped Early Tender Payment.” As used herein, the Capped Total Consideration *minus* the Capped Early Tender Payment is referred to as the “Capped Tender Consideration.”

In addition to the Any and All Total Consideration, or the Capped Total Consideration, or the Capped Tender Consideration, as applicable, all Holders whose Notes are accepted for purchase pursuant to the Offers will be paid Accrued Interest, from, and including, the applicable last interest payment date up to, but not including, the applicable Settlement Date payable on such date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes accepted for purchase in the applicable Offer. Accrued Interest on the Any and All Notes tendered using the Guaranteed Delivery Procedures will cease to accrue on the Any and All Settlement Date.

Because the consideration applicable to the Offers is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of consideration that may be received by a tendering Holder pursuant to the Offers will be affected by changes in such yield during the term of the Offers prior to the applicable Price Determination Date. After the applicable Price Determination Date, when the consideration applicable to the Offers is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Offers will be known, and Holders will be able to ascertain the Any and All Total Consideration, the Capped Total Consideration or the Capped Tender Consideration, as applicable, that would be received by all tendering Holders whose Notes are accepted for purchase pursuant to such Offers in the manner described above. Unless the applicable Withdrawal Date (as defined herein) is extended by the Offeror in its sole discretion, the Any and All Price Determination Date is scheduled to occur on the Business Day of the Any and All Withdrawal Date and the Capped Price Determination Date is scheduled to occur on the day after the Capped Withdrawal Date. Therefore, Holders who validly tendered their Capped Notes pursuant to the Capped Offer may not be able to validly withdraw their tendered Capped Notes by the time the actual amount of cash that may be received by such tendering Holder will be known.

Tendered Notes may be withdrawn at any time at or prior to the applicable Any and All Withdrawal Date or Capped Withdrawal Date but may not be validly withdrawn after such time. If any of the Offers are terminated or otherwise not completed, we will promptly return all Notes tendered under such Offer to the tendering Holders thereof.

The Any and All Notes validly tendered and not validly withdrawn on or prior to the Any and All Expiration Date (other than through Guaranteed Delivery Procedures) and accepted by the Offeror for purchase pursuant to the Any and All Offer, upon satisfaction (or waiver by the Offeror) of each and all of the conditions set forth in this Offer to Purchase, will be settled promptly thereafter, on the Any and All Settlement Date.

The Any and All Notes validly tendered and not validly withdrawn on or prior to the Any and All Expiration Date pursuant to Guaranteed Delivery Procedures and accepted by the Offeror for purchase pursuant to the Any and All Offer, upon satisfaction (or waiver by the Offeror) of each and all of the conditions set forth in this Offer to Purchase, will be settled on the Guaranteed Delivery Settlement Date.

Following the Capped Early Tender Date and on or prior to the Capped Expiration Date, the Offeror may, but is not required to, elect to accept the Capped Notes validly tendered at or prior to the Capped Early Tender Date (the “Capped Early Settlement Right”), provided that all conditions set forth in this Offer to Purchase have been satisfied or waived by the Offeror (the date of such acceptance, the “Capped Early Acceptance Date”). Capped Notes accepted on a Capped Early Acceptance Date will be settled promptly thereafter (the “Capped Early Settlement Date”). The “Capped Final Settlement Date” is the date that we settle all Capped Notes not previously settled on the Capped Early Settlement Date, if any, and we expect such date to be promptly following the Capped Expiration Date.

We refer to (a) each of the Any and All Price Determination Date and the Capped Price Determination Date as a “Price Determination Date,” (b) each of the Any and All Expiration Date and the Capped Expiration Date as an “Expiration Date,” (c) each of the Any and All Withdrawal Date and the Capped Withdrawal Date as a “Withdrawal Date,” and (d) each of the Any and All Settlement Date, the Guaranteed Delivery Settlement Date, the Capped Early Settlement Date and the Capped Final Settlement Date as a “Settlement Date.”

If we determine, in our sole discretion, to extend the Offers beyond the applicable Expiration Date, we will have a new Settlement Date with respect to Notes validly tendered on or prior to the applicable Expiration Date. During any extension of the Offers, all Notes previously tendered and not accepted for purchase pursuant to the Offers will remain subject to the Offers and may, subject to the terms and conditions of the Offers, be accepted for purchase by us.

Our obligation to accept for purchase, and to pay the applicable Any and All Total Consideration, Capped Total Consideration or Capped Tender Consideration for, as set forth on the table on the third page of the cover of this Offer to Purchase, and any Accrued Interest on, the Notes validly tendered and not validly withdrawn pursuant to the Offers is subject to, and conditioned upon, the satisfaction or our waiver of the conditions set forth in this Offer to Purchase.

If the purchase of Capped Notes validly tendered and not validly withdrawn in the Capped Offer would cause us to purchase an aggregate principal amount of Capped Notes in excess of the Maximum Principal Amount, subject to the terms and conditions of the Capped Offer, we will prorate the Capped Notes accepted in the Capped Offer as described below. **We refer to the procedures described in this paragraph as the “Acceptance Priority Procedures.”**

- (1) If the aggregate principal amount of all Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date does not exceed the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Capped Notes.

If the aggregate principal amount of Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date exceeds the Maximum Principal Amount, then the Capped Offer will be oversubscribed as of the Capped Early Tender Date and (i) we will not accept for purchase any Capped Notes tendered after the Capped Early Tender Date, and (ii) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Capped Offer) accept for purchase on the Capped Early Acceptance Date (or, if there is no Capped Early Acceptance Date, the Capped Expiration Date) the maximum aggregate principal amount of Capped Notes tendered on or prior to the Capped Early Tender Date that we can accept without exceeding the Maximum Principal Amount.

If the aggregate principal amount of all validly tendered and not validly withdrawn Capped Notes does not exceed the Maximum Principal Amount, then we will accept for purchase all such validly tendered Capped Notes. If the aggregate principal amount of all validly tendered Capped Notes exceeds the Maximum Principal Amount, then we will accept for purchase a proportionate amount of tendered Capped Notes such that we do not exceed the Maximum Principal Amount.

- (2) If the Capped Offer is not oversubscribed as of the Capped Early Tender Date, and the aggregate principal amount of Capped Notes validly tendered in the Capped Offer on or prior to the Capped Expiration Date exceeds the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Capped Offer) (i) accept for purchase all Capped Notes tendered on or prior to the Capped Early Tender Date, and (ii) accept for purchase the maximum aggregate principal amount of Capped Notes tendered after the Capped Early Tender Date and on or prior to the Capped Expiration Date that we can accept without exceeding the Maximum Principal Amount.

We reserve the right, in our sole discretion and subject to applicable law, to increase or decrease the Maximum Principal Amount at any time without reinstating withdrawal rights or extending the Capped Early Tender Date or the Capped Withdrawal Date, subject to applicable law.

All Capped Notes not accepted as a result of proration will be rejected from the Capped Offer and promptly returned to the tendering Capped Noteholder. To ensure the return of Capped Notes in minimum principal amounts of US\$200,000 and integral multiples of US\$1,000 in excess thereof, if necessary, we will make appropriate adjustments downward to the nearest US\$1,000 principal amount, or if applicable, the minimum denomination of US\$200,000, with respect to each Capped Noteholder validly tendering Capped Notes. Any tender of Capped Notes, the proration of which would otherwise result in a return of Capped Notes to a tendering Capped Noteholder in a principal amount below the minimum denomination of US\$200,000, may be rejected in full or accepted in full in our sole discretion.

Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of US\$2,000 in respect of the Any and All Notes and US\$200,000 in respect of the Capped Notes and, in each case, integral multiples of US\$1,000 in excess thereof. Holders who tender less than all their Notes must continue to hold such series of Notes in minimum principal amounts of US\$2,000 in respect of the Any and All Notes and US\$200,000 in respect of the Capped Notes and, in each case, integral multiples of US\$1,000 above US\$2,000 or US\$200,000, as applicable (such minimum denominations, “Authorized Denominations”).

From time to time after each applicable Expiration Date or termination of any of the Offers, we may acquire any Notes that are not purchased pursuant to the Offers through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Offers and could be for cash or other consideration. We may also exercise our right to redeem any Notes not purchased in the Offers and that remain outstanding after the applicable Expiration Date pursuant to the respective indenture governing such series of Notes. As of the date of this Offer to Purchase, it is our intention, but we are under no obligation, to redeem the Any and All Notes via the make-whole call following the consummation, termination or withdrawal of the Offers.

There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we will choose to pursue in the future. Any future purchases of Notes may be on the same terms or on terms that are more or less favorable to Holders than the terms of the Offers. Any future purchases by us will depend on various factors existing at that time. Although we may redeem the Notes that are not tendered and accepted for purchase pursuant to the Offers, we are not required to do so, and there can be no assurance we will do so. No statement in this Offer to Purchase shall constitute a notice of redemption under the respective indenture governing such series of Notes. Any such notice, if made, will only be made in accordance with the provisions of the respective indenture governing such series of Notes, as applicable.

We expressly reserve the right, subject to applicable law, to (1) terminate any of the Offers prior to the applicable Expiration Date and not accept for purchase any Notes not theretofore accepted for purchase pursuant to the Offers for any reason, (2) waive any and all of the conditions of any of the Offers, (3) extend the Capped Early Tender Date, any Withdrawal Date, any Expiration Date or any Settlement Date and (4) otherwise amend the terms of the Offers in any respect. The foregoing rights are in addition to the right to delay acceptance for payment of Notes validly tendered pursuant to the Offers or the purchase of Notes accepted for purchase pursuant to the Offers in order to comply with any applicable law, subject to Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which requires that we pay the consideration offered or return the Notes deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of the Offers, as applicable.

All of the Notes are held in book-entry form through the facilities of DTC. Unless the context otherwise requires, all references herein to Holders include each person who is shown on the records of DTC as a holder of Notes. In the event of a termination of, or withdrawal of Notes from, any Offer, the applicable Notes will be credited to the tendering Holder through DTC. Because only registered holders of Notes may tender Notes, beneficial owners of Notes must instruct the broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender

Notes on such beneficial owners' behalf. DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders.

See "The Offers—Certain Significant Consequences to Holders" and "Certain Tax Consequences" for a discussion of certain factors that should be considered in evaluating the Offers.

No dealer, salesperson or other person is authorized to give any information or to make any representations with respect to the matters described in this Offer to Purchase other than information or representations contained in this Offer to Purchase and, if given or made, such information or representation must not be relied upon as having been authorized by us, the Dealer Managers, the Tender and Information Agent (as defined herein) or The Bank of New York Mellon, as trustee under each respective indenture governing each series of Notes (the "Trustee").

NONE OF THE OFFEROR, THE DEALER MANAGERS, THE TRUSTEE OR THE TENDER AND INFORMATION AGENT NOR ANY OF THEIR RESPECTIVE AFFILIATES IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER NOTES IN RESPONSE TO THE OFFERS. EACH HOLDER MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER NOTES AND, IF SO, AS TO THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

THIS OFFER TO PURCHASE AND THE RELATED DOCUMENTS DO NOT CONSTITUTE AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL NOTES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. IN THOSE JURISDICTIONS WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE THE OFFERS TO BE MADE BY A LICENSED BROKER OR DEALER, THE OFFERS SHALL BE DEEMED TO BE MADE ON BEHALF OF US BY THE DEALER MANAGERS OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS OFFER TO PURCHASE NOR ANY PURCHASE OF NOTES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY INFERENCE THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF, OR THAT THE INFORMATION INCLUDED OR INCORPORATED BY REFERENCE HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THEREOF, RESPECTIVELY.

THIS OFFER TO PURCHASE HAS NOT BEEN FILED WITH OR REVIEWED BY THE SEC, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION OR AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE OR ANY OF THE ACCOMPANYING ANCILLARY DOCUMENTS DELIVERED HERewith. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.

NONE OF THE OFFERS HAS BEEN, NOR ANY WILL BE, REGISTERED WITH THE BRAZILIAN SECURITIES COMMISSION (*COMISSÃO DE VALORES MOBILIÁRIOS*). NONE OF THE OFFERS MAY BE MADE IN BRAZIL, EXCEPT IN CIRCUMSTANCES THAT DO NOT CONSTITUTE A PUBLIC OFFERING OR UNAUTHORIZED DISTRIBUTION UNDER BRAZILIAN LAWS AND REGULATIONS. DOCUMENTS RELATING TO ANY OF THE OFFERS, AS WELL AS INFORMATION CONTAINED HEREIN AND THEREIN, MAY NOT BE SUPPLIED TO THE PUBLIC IN BRAZIL, NOR BE USED IN CONNECTION WITH ANY PUBLIC OFFER FOR PURCHASE OR SALE TO THE PUBLIC IN BRAZIL.

NONE OF THE DEALER MANAGERS, THE TENDER AND INFORMATION AGENT NOR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES OR AFFILIATES ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONCERNING THE OFFERS, THE OFFEROR OR ANY OF ITS AFFILIATES CONTAINED IN THIS OFFER TO PURCHASE OR FOR ANY FAILURE BY THE OFFEROR TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

Each Holder is solely responsible for making its own independent appraisal of all matters as such Holder deems appropriate (including those relating to the Offers and the Offeror) and each Holder must make its own decision as to whether to accept the Offers or not. None of the Offeror, the Dealer Managers, the Trustee, the Tender and Information

Agent or any of their respective affiliates, directors, officers, agents, attorneys or employees makes any recommendation as to whether Holders should tender, or refrain from tendering all or any portion of the principal amount of their Notes, and none of them has been authorized or has authorized any person to make any such recommendation. Holders must make their own decisions with regard to tendering Notes.

Holders should consult their own tax, accounting, financial and legal advisors regarding the suitability to themselves of the tax or accounting consequences of participating in the Offers. None of the Offeror, the Dealer Managers, the Trustee, the Tender and Information Agent or any of their respective affiliates, directors, officers, agents, attorneys or employees has made or will make any assessment of the merits of the Offers or of the impact of the Offers on the interests of Holders either as a class or as individuals. Holders are liable for their own taxes and have no recourse to the Offeror, the Dealer Managers, the Trustee, the Tender and Information Agent or any of their respective affiliates, directors, officers, agents, attorneys or employees with respect to taxes arising in connection with the Offers.

Questions about the Offers may be directed to Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and PNC Capital Markets LLC, which are serving as the dealer managers in connection with the Offers (the “Dealer Managers”), at their addresses and telephone numbers set forth on the back cover of this Offer to Purchase.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase, the Notice of Guaranteed Delivery, any of the accompanying ancillary documents or any document incorporated herein by reference may be directed to D.F. King & Co., Inc., the tender and information agent with respect to the Offers (in such respective capacities, the “Tender Agent” and the “Information Agent” and together, the “Tender and Information Agent”), at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase or the Notice of Guaranteed Delivery may be directed to your broker, dealer, commercial bank or trust company.

We will make announcements with respect to the Offers by providing a press release to be distributed through DTC for communication to persons who are shown in the records of DTC as Holder of the Notes. All documents related to the Offers will be available at www.dfking.com/embraer, operated by the Tender and Information Agent for the purpose of the Offers. Announcements with respect to the Offers may also be obtained upon request from the Information Agent, the contact details for which are on the last page of this Offer to Purchase. Significant delays may be experienced where notices are delivered to DTC and beneficial owners of Notes are urged to contact the Information Agent for the relevant announcements during the course of the Offers. In addition, beneficial owners may contact the Dealer Managers for information using the contact details on the last page of this Offer to Purchase.

Notwithstanding any other provision of the Offer to Purchase, our obligation to accept for purchase, and to pay the Any and All Total Consideration, the Capped Total Consideration or the Capped Tender Consideration, as set forth in the table on the third page of the cover of this Offer to Purchase, for, and any Accrued Interest on, the Notes validly tendered and not validly withdrawn pursuant to the Offers is subject to, and conditioned upon, the satisfaction or our waiver of the conditions set forth in this Offer to Purchase. We reserve the right, in our sole discretion, to waive any one or more of the conditions at any time. See “The Offers—Conditions of the Offers.”

Because only registered holders of Notes may tender Notes, beneficial owners of Notes must instruct the broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender Notes on such beneficial owners’ behalf. Beneficial owners of Notes are advised to check with any bank, securities broker or other intermediary through which they hold Notes when such intermediary would need to receive instructions from a beneficial owner of Notes in order for that beneficial owner to be able to participate in, or withdraw their instruction to participate in, the Offers by the deadlines specified in this Offer to Purchase. The deadlines set by any such intermediary and DTC for the submission and withdrawal of tender instructions will likely be earlier than the relevant deadlines specified in this Offer to Purchase.

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Tender and Information Agent, or the Trustee or us or to pay transfer taxes with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial

bank or other nominee may be charged a fee by such nominee for tendering Notes on such beneficial owners' behalf. We will pay all other charges and expenses in connection with the Offers.

This Offer to Purchase and the Notice of Guaranteed Delivery contain important information that Holders are urged to read carefully in its entirety before any decision is made with respect to the Offers.

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SUMMARY

We are providing this summary for your convenience. It highlights certain material information in this Offer to Purchase, but does not describe all of the details of the Offers to the same extent described in this Offer to Purchase. The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Offer to Purchase and the accompanying ancillary documents. You are urged to read this Offer to Purchase and the accompanying ancillary documents in their entirety because they contain the full details of the Offers.

The Offeror	Embraer S.A.
The Any and All Notes	5.400% Senior Unsecured Guaranteed Notes due 2027 listed on the third page of the cover of this Offer to Purchase under the heading “Any and All Notes.”
The Capped Notes	6.950% Senior Unsecured Guaranteed Notes due 2028 listed on the third page of the cover of this Offer to Purchase under the heading “Capped Notes.”
The Notes	The Any and All Notes and the Capped Notes, collectively.
The Any and All Offer	Embraer S.A. is offering to purchase for cash any and all of its outstanding Any and All Notes, upon the terms and subject to the conditions set forth, and for the consideration described, in this Offer to Purchase.
The Capped Offer	Embraer S.A. is offering to purchase for cash its outstanding Capped Notes up to the Maximum Principal Amount, upon the terms and subject to the conditions set forth, and for the consideration described, in this Offer to Purchase.
The Offers.....	The Any and All Offer and the Capped Offer, collectively.
	The consummation of an Offer is not conditioned on the consummation of the other Offer. Each Offer is independent of the other Offer, and the Offeror may withdraw or modify any Offer without withdrawing or modifying the other Offer.
Maximum Principal Amount	The aggregate principal amount of the Capped Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Capped Offer will not exceed the Maximum Principal Amount, which is US\$150,000,000. The Maximum Principal Amount may be increased or decreased in the Offeror’s sole discretion at any time.
Acceptance Proration.....	If the purchase of Capped Notes validly tendered and not validly withdrawn in the Capped Offer would cause us to purchase an aggregate principal amount of Capped Notes in excess of the Maximum Principal Amount, subject to the terms and conditions of the Capped Offer, we will prorate the Capped Notes accepted in the Capped Offer as described below. The Acceptance Priority Procedures are described in this paragraph.
	(1) If the aggregate principal amount of all Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date does not exceed the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the

conditions to the Offers) accept for purchase all such tendered Capped Notes.

If the aggregate principal amount of Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date exceeds the Maximum Principal Amount, then the Capped Offer will be oversubscribed as of the Capped Early Tender Date and (i) we will not accept for purchase any Capped Notes tendered after the Capped Early Tender Date, and (ii) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Capped Offer) accept for purchase on the Capped Early Acceptance Date (or, if there is no Capped Early Acceptance Date, the Capped Expiration Date) the maximum aggregate principal amount of Capped Notes tendered on or prior to the Capped Early Tender Date that we can accept without exceeding the Maximum Principal Amount.

If the aggregate principal amount of all validly tendered and not validly withdrawn Capped Notes does not exceed the Maximum Principal Amount, then we will accept for purchase all such validly tendered Capped Notes. If the aggregate principal amount of all validly tendered Capped Notes exceeds the Maximum Principal Amount, then we will accept for purchase a proportionate amount of tendered Capped Notes such that we do not exceed the Maximum Principal Amount.

- (2) If the Capped Offer is not oversubscribed as of the Capped Early Tender Date, and the aggregate principal amount of Capped Notes validly tendered in the Capped Offer on or prior to the Capped Expiration Date exceeds the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Capped Offer) (i) accept for purchase all Capped Notes tendered on or prior to the Capped Early Tender Date, and (ii) accept for purchase the maximum aggregate principal amount of Capped Notes tendered after the Capped Early Tender Date and on or prior to the Capped Expiration Date that we can accept without exceeding the Maximum Principal Amount.

We reserve the right, in our sole discretion and subject to applicable law, to increase or decrease the Maximum Principal Amount at any time without reinstating withdrawal rights or extending the Capped Early Tender Date or the Capped Withdrawal Date.

All Capped Notes not accepted as a result of proration will be rejected from the Capped Offer and promptly returned to the tendering Capped Noteholder.

Launch Date of the Any and All Offer February 5, 2025.

Any and All Price Determination Date.... 11:00 a.m., New York City time, on February 11, 2025, unless extended or earlier terminated by the Offeror in its sole discretion.

If the Any and All Expiration Date is extended by more than 48 hours by the Offeror in its sole discretion, the Any and All Price Determination Date may be extended to 11:00 a.m., New York City time, on the same business day as the extended Any and All Expiration Date.

Any and All Withdrawal Date 5:00 p.m., New York City time, on February 11, 2025, unless extended by the Offeror in its sole discretion.

Any and All Expiration Date 5:00 p.m., New York City time, on February 11, 2025, unless extended by the Offeror in its sole discretion.

Guaranteed Delivery Date 5:00 p.m., New York City time, on the second Business Day following the Any and All Expiration Date, expected to be on February 13, 2025, unless the Any and All Expiration Date is extended by the Offeror in its sole discretion.

Any and All Settlement Date Promptly after the acceptance by the Offeror for purchase of the Any and All Notes validly tendered prior to the Any and All Expiration Date (except for Any and All Notes tendered using the Guaranteed Delivery Procedures), upon satisfaction (or waiver by the Offeror) of each and all of the conditions set forth in this Offer to Purchase.

The Offeror expects that the Any and All Settlement Date will be three Business Days following the Any and All Expiration Date, which will February 14, 2025, unless the Any and All Expiration Date is extended by the Offeror in its sole discretion.

Guaranteed Delivery Settlement Date The Offeror expects that the Guaranteed Delivery Settlement Date will be within one Business Day following the Guaranteed Delivery Date, which will be February 14, 2025, unless the Any and All Expiration Date is extended by the Offeror in its sole discretion.

Launch Date of the Capped Offer February 5, 2025.

Capped Early Tender Date 5:00 p.m., New York City time, on February 19, 2025, unless extended by the Offeror in their its discretion.

Capped Withdrawal Date 5:00 p.m., New York City time, on February 19, 2025, unless extended by the Offeror in its sole discretion.

Capped Price Determination Date 11:00 a.m., New York City time, on February 20, 2025, unless extended or earlier terminated by the Offeror in its sole discretion.

If the Capped Early Acceptance Date is extended by more than 48 hours by the Offeror in its sole discretion, the Capped Price Determination Date may be extended to 11:00 a.m., New York City time, on the same day of the extended Capped Early Acceptance Date.

Capped Early Acceptance Date The date on which the Offeror accepts for purchase the Capped Notes validly tendered at or prior to the Capped Early Tender Date, and not validly withdrawn on or prior to the Capped Expiration Date, subject to the Acceptance Priority Procedures, assuming that the Offeror exercises the Capped Early Settlement Right and all conditions of the

	Capped Offer have been satisfied, or where applicable, waived by the Offeror.
Capped Early Settlement Date.....	If the Offeror elects to exercise the Capped Early Settlement Right, promptly after the Capped Early Acceptance Date. The Offeror expects the Capped Early Settlement Date to be on February 21, 2025, the second Business Day following the Capped Early Tender Date, unless the Capped Early Tender Date is extended by the Offeror in its sole discretion.
Capped Expiration Date.....	5:00 p.m., New York City time, on March 6, 2025, unless extended by the Offeror in its sole discretion.
Capped Final Settlement Date	Promptly after the acceptance by the Offeror for purchase of the Capped Notes validly tendered on or prior to the Capped Expiration Date or, if the Offeror elects to exercise the Capped Early Settlement Right, after the Capped Early Tender Date but on or prior to the Capped Expiration Date, upon satisfaction (or waiver by the Offeror) of each and all of the conditions set forth in this Offer to Purchase.
	The Offeror expects that the Capped Final Settlement Date will be within two Business Days following the Capped Expiration Date, which will be March 10, 2025, unless the Capped Expiration Date is extended by the Offeror in its sole discretion.
Business Day	Any day, other than Saturday, Sunday or a federal holiday in the United States, and shall consist of the time period from 12:00 a.m. through 11:59 p.m., New York City time.
Any and All Total Consideration, Capped Total Consideration, Capped Tender Consideration and Capped Early Tender Payment.....	<p>The applicable Any and All Total Consideration or Capped Total Consideration for each US\$1,000 principal amount of each applicable series of Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers will be determined in the manner described in this Offer to Purchase by reference to the applicable Fixed Spread for such Notes specified on the third page of the cover of this Offer to Purchase <i>plus</i> the yield to maturity of the applicable Reference Security based on the bid-side price of the applicable Reference Security specified on the third page of the cover of this Offer to Purchase as quoted on the applicable Reference Page on the applicable Price Determination Date. The formula for determining the applicable Any and All Total Consideration or Capped Total Consideration is set forth on Schedule A.</p> <p>Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount and proration procedures if applicable, if a Capped Noteholder validly tenders its Capped Notes pursuant to the Capped Offer on or prior to the Capped Early Tender Date and does not validly withdraw its Capped Notes on or prior to the Capped Withdrawal Date and such Capped Noteholder's Notes are accepted for purchase, such Holder will receive the applicable Capped Total Consideration, as calculated using the applicable Fixed Spread, , for each US\$1,000 principal amount of its tendered Capped Notes, <i>plus</i> Accrued Interest thereon. The Capped Total Consideration is inclusive of the Capped Early Tender Payment.</p>

Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount and proration procedures if applicable, if a Capped Noteholder validly tenders its Capped Notes pursuant to the Capped Offer after the Capped Early Tender Date, but on or prior to the Capped Expiration Date, and such Capped Noteholder's Notes are accepted for purchase, such Capped Noteholder will receive only the applicable Capped Tender Consideration, as set forth in the table on the third page of the cover of this Offer to Purchase, which consists of the Capped Total Consideration *minus* the Capped Early Tender Payment, for each US\$1,000 principal amount of its tendered Capped Notes, *plus* the Accrued Interest thereon.

Accrued Interest..... Holders whose Notes are accepted for purchase shall receive accrued and unpaid interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date, payable on the applicable Settlement Date.

For the avoidance of doubt, Accrued Interest on Any and All Notes tendered using the Guaranteed Delivery Procedures will cease to accrue on the Any and All Settlement Date.

Conditions to the Offers The Offeror's obligation to accept for purchase and pay for the validly tendered Notes that have not been validly withdrawn is subject to, and conditioned upon, satisfaction or waiver of the Financing Condition and the General Conditions.

The Offeror reserves the right to waive any and all conditions to the Any and All Offer on or prior to the Any and All Expiration Date (in the case of the Any and All Offer) or the Capped Expiration Date (in the case of the Capped Offer). See "The Offers—Conditions of the Offers."

Financing Condition On or prior to the Any and All Expiration Date, the consummation of an offering of one or more issuances of debt securities of Embraer Finance, guaranteed by Embraer, on terms that are satisfactory to Embraer, in its sole discretion.

Guaranteed Delivery Procedures for the Any and All Offer If any Holder shown in the records of DTC as an Any and All Noteholder wishes to tender its Any and All Notes, but such Holder cannot comply with the procedures under DTC's Automated Tender Offer Program ("ATOP") on or prior to the Any and All Expiration Date, then such Holder may effectuate a tender of its Any and All Notes using the Guaranteed Delivery Procedures. See "The Offers—Procedures for Tendering Notes—Guaranteed Delivery for Any and All Offer." There is no guaranteed delivery mechanism provided for by the Offeror in conjunction with the Capped Offer.

Withdrawal Rights..... Notes validly tendered by Holders on or prior to the applicable Withdrawal Date may be validly withdrawn at any time up until the applicable Withdrawal Date, but not after such date.

A valid withdrawal of Notes will result in the Holder not being eligible to receive the Any and All Total Consideration, the Capped Total Consideration, the Capped Tender Consideration or any Accrued Interest. Notes tendered after the applicable Any and All Withdrawal

Date or Capped Withdrawal Date may not be validly withdrawn or revoked, except as required by applicable law. A valid withdrawal of tendered Notes on or prior to the applicable Withdrawal Date will be deemed a valid revocation of the tender of the applicable Notes. If an Offer is terminated, the Notes tendered pursuant to such Offer will be promptly returned to the tendering Holders or credited to the Holder's account without further compensation of any sort.

Procedures for Tendering Notes For a Holder to validly tender Notes pursuant to the Offers, an Agent's Message (as defined herein) and any other required documents must be received by the Tender and Information Agent at its address set forth on the back cover page of this Offer to Purchase on or prior to the applicable Expiration Date or the Guaranteed Delivery Date pursuant to the Guaranteed Delivery Procedures. See "The Offers—Procedures for Tendering Notes."

There is no separate letter of transmittal in connection with this Offer to Purchase.

Any Holder desiring to tender Notes pursuant to the Offers should contact its custodian if such beneficial owner desires to tender Notes. Only registered Holders of Notes are entitled to tender Notes. Any Holder who holds Notes through Clearstream Banking, *société anonyme*, Luxembourg ("Clearstream") or Euroclear Bank S.A./N.V. ("Euroclear") must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream and Euroclear are indirect participants in the DTC system. See "The Offers—Procedures for Tendering Notes."

Authorized Denominations Notes of a given series may be tendered only in principal amounts equal to the authorized denominations of such series of Notes and if you tender less than all of your Notes of a given series, the Notes of that series that you retain must also be in a principal amount that is an authorized denomination.

Certain Tax Consequences For a discussion of certain tax considerations of the Offers applicable to Holders, see "Certain Tax Consequences."

Purpose of the Offers The purpose of the Offers is to retire debt associated with the Notes.

Source and Amount of Funds The source of funds for the purchase of Notes pursuant to the Offers will be the net proceeds from an offering of one or more issuances of debt securities of Embraer Finance, guaranteed by Embraer, on terms that are satisfactory to Embraer in its sole discretion, to be priced on or prior to the Any and All Expiration Date, as part of the Financing Condition. We may, in our sole discretion, subject to market conditions, issue new notes at any time prior to the Capped Expiration Date and use the proceeds thereof to finance, in whole or in part, the Any and All Total Consideration, the Capped Total Consideration, the Capped Tender Consideration or any Accrued Interest pursuant to the Offers.

Dealer Managers Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and PNC Capital Markets LLC.

Tender and Information Agent D.F. King & Co., Inc.

Additional Documentation; Further

Information; Assistance.....

Any questions or requests for assistance concerning the Offers may be directed to the Dealer Managers at the respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Additionally, requests for additional copies of this Offer to Purchase may be directed to the Tender and Information Agent at the address and telephone number set forth on the back cover of this Offer to Purchase. Beneficial owners may also contact their custodians for assistance concerning the Offers.

INFORMATION ABOUT EMBRAER AND EMBRAER FINANCE

Overview

Embraer

Embraer is a corporation (*sociedade anônima*) organized under the laws of Brazil. Embraer's principal place of business is located at Av. Dra. Ruth Cardoso, 8501, 30th floor, Pinheiros, São Paulo, SP, 05425-070, Brazil. American depositary shares representing Embraer's common shares are listed on the New York Stock Exchange under the ticker symbol "ERJ."

Embraer Finance

Embraer Finance is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, with its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, and registered with the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*), under number 63376431. Its principal office is located at *Jachthavenweg 109 C, 1081KM Amsterdam, the Netherlands*.

Documents Incorporated by Reference

We "incorporate by reference" in this Offer to Purchase the information in certain other documents that Embraer files with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this Offer to Purchase, and information in documents that Embraer files with the SEC after the date of this Offer to Purchase will automatically update and supersede this information. We incorporate by reference in this Offer to Purchase the documents listed below and any future reports on Form 6-K that Embraer may furnish to the SEC after the date of this Offer to Purchase and prior to the expiration or termination of the Offers and that are identified in those forms as being incorporated by reference into this Offer to Purchase:

- our Annual Report on Form 20-F for the year ended December 31, 2023, as filed with the SEC on April 5, 2024 (the "2023 Annual Report");
- our report on Form 6-K, furnished to the SEC on February 5, containing (i) our unaudited condensed consolidated interim financial statements as of September 30, 2024 and for the nine months ended September 30, 2024 and 2023, and (ii) a discussion and analysis of our results of operations and financial condition for the nine-month periods ended September 30, 2024 and 2023; and
- any future reports on Form 6-K that we furnish to the SEC after the date of this Offer to Purchase prior to the applicable Expiration Date that are identified in those forms as being incorporated by reference into this Offer to Purchase.

You may obtain a copy of these filings at no cost by writing to us at the following address or calling the number below:

Embraer S.A.
Av. Dra. Ruth Cardoso, 8501, 30th floor
Pinheiros, São Paulo, SP, 05425-070, Brazil
Phone: +55 (11) 3040-6874

The Tender and Information Agent will also provide without charge to each person to whom this Offer to Purchase is delivered upon the request of such person, a copy of any or all of these filings (other than an exhibit to a filing unless such exhibit is specifically incorporated by reference into that filing). Requests for such filings should be directed to the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offer to Purchase and the documents it incorporates by reference contain forward-looking statements, which are based largely on Embraer's current beliefs, expectations and projections about future events and financial trends. Although Embraer believes these forward-looking statements are based on reasonable assumptions, such statements are subject to several risks and uncertainties and are made in light of the information currently available. Many important factors, in addition to those discussed elsewhere in this Offer to Purchase and the documents it incorporates by reference, could cause actual results to differ substantially from those anticipated in Embraer's forward-looking statements. The words "believe," "may," "will," "aim," "estimate," "continue," "anticipate," "intend," "expect" and similar words are intended to identify forward-looking statements. Forward-looking statements include information concerning possible or assumed results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities and the effects of regulation and competition.

Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they were made. Embraer do not undertake any obligation to update publicly or to revise any forward-looking statements after the date of this Offer to Purchase because of new information, events or other factors. In light of the risks and uncertainties described above, the forward-looking events and circumstances discussed in this Offer to Purchase and the documents it incorporates by reference might not occur and are not guarantees of future performance.

These risks and uncertainties are discussed in more detail under the headings "Introduction—Special Note Regarding Forward-Looking Statements" and "Item 5. Operating and Financial Review and Prospects" in Embraer's 2023 Annual Report and in the other documents and reports Embraer files with or furnishes to the SEC. You may obtain copies of these documents and reports as described under the heading "Information about Embraer and Embraer Finance—Documents Incorporated by reference" in this Offer to Purchase.

THE OFFERS

This Offer to Purchase and the Notice of Guaranteed Delivery contain important information that Holders are urged to read carefully in its entirety before any decision is made with respect to the Offers.

General

Embraer hereby offers to purchase for cash, from each registered holder, any and all of the outstanding notes issued by it of the series set forth in the table on the third page of the cover of this Offer to Purchase under the heading “Any and All Notes,” and Embraer hereby offers to purchase for cash, from each registered holder, the outstanding notes issued by it of the series set forth in the table on the third page of the cover of this Offer to Purchase under the heading “Capped Notes” up to the Maximum Principal Amount, for the consideration described in this Offer to Purchase. The Offers are made upon the terms and subject to the conditions set forth in this Offer to Purchase and, in relation to the Any and All Notes, in the Notice of Guaranteed Delivery. The Capped Offer is subject to proration and the Acceptance Priority Procedures. See “—Maximum Principal Amount; Proration; Acceptance Priority Procedures” below.

The Offeror’s obligation to pay the applicable consideration *plus* Accrued Interest is conditioned, among other things, on the satisfaction or waiver of certain conditions, including the Financing Condition, as set forth in the section titled “—Conditions of the Offers.”

Purpose of the Offers

The purpose of the Offers is to retire debt associated with the Notes.

Source and Amount of Funds

The source of funds for the purchase of Notes pursuant to the Offers will be the net proceeds from an offering of one or more issuances of debt securities of Embraer Finance, guaranteed by Embraer, on terms that are satisfactory to Embraer in its sole discretion, to be priced on or prior to the Any and All Expiration Date, as part of the Financing Condition. We may, in our sole discretion, subject to market conditions, issue new notes at any time prior to the Capped Expiration Date and use the proceeds thereof to finance, in whole or in part, the Any and All Total Consideration, the Capped Total Consideration, the Capped Tender Consideration or any Accrued Interest pursuant to the Offers (such issuances of debt securities of Embraer Finance, guaranteed by Embraer, and issuance of new notes, in each case, the “New Securities”).

Any and All Total Consideration, Capped Total Consideration, and Capped Tender Consideration

The applicable consideration payable for each series of Notes accepted for purchase pursuant to the applicable Offer will be a price per US\$1,000 principal amount of such series of Notes, calculated in accordance with standard market practice, as described on Schedule A of this Offer to Purchase, that would reflect, as of the applicable Settlement Date, a yield to the applicable maturity date or par call date, in accordance with standard market practice for a series of Notes equal to the sum of:

- the applicable Fixed Spread set forth for such series of Notes in the table on the third page of the cover of this Offer to Purchase, *plus*
- the applicable Reference Yield, calculated in accordance with standard market practice, based on the bid-side price of the applicable Reference Security set forth for such series of Notes in the table on the third page of the cover of this Offer to Purchase, as quoted on the applicable Reference Page at 11:00 a.m., New York City time, on the Any and All Price Determination Date, or at 11:00 a.m., New York City time, on the Capped Price Determination Date.

The applicable Any and All Total Consideration and Capped Total Consideration offered per US\$1,000 principal amount of each series of Notes validly tendered and not validly withdrawn and accepted for purchase will equal:

- the present value per US\$1,000 principal amount of all remaining payments of principal and interest to the maturity date or par call date, as applicable, in accordance with standard market practice, on such series of Notes, discounted to the applicable Settlement Date in accordance with the formula set forth on Schedule A hereto, at a discount rate equal to the applicable Repurchase Yield, *minus*
- Accrued Interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date per US\$1,000 principal amount of such series of Notes.

Subject to the terms and conditions described in this Offer to Purchase, Any and All Noteholders that (i) validly tender their Any and All Notes pursuant to the Any and All Offer on or prior to the Any and All Expiration Date or (ii) deliver a properly completed and duly executed Notice of Guaranteed Delivery, follow the Guaranteed Delivery Procedures, and do not validly withdraw on or prior to the Any and All Withdrawal Date, will receive the applicable Any and All Total Consideration, as set forth in the table on the third page of the cover of this Offer to Purchase, for each US\$1,000 principal amount of such Any and All Notes (assuming satisfaction, or where applicable, waiver of the conditions to the Any and All Offer). Acceptance of Any and All Notes is subject to the terms and conditions set forth in the Offer documents, and payment for Any and All Notes purchased will be made on the Any and All Settlement Date.

Subject to the terms and conditions described in this Offer to Purchase, including the Maximum Principal Amount and proration procedures, Capped Noteholders that validly tender their Capped Notes pursuant to the Capped Offer on or prior to the applicable Capped Early Tender Date and do not validly withdraw their Capped Notes on or prior to the applicable Capped Withdrawal Date, and that are accepted for purchase will receive the applicable Capped Total Consideration for each US\$1,000 principal amount of Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date and accepted for purchase pursuant to the Capped Offer. The Capped Total Consideration, calculated using the applicable Fixed Spread for each series of Capped Notes as set forth in the table on the third page of the cover of this Offer to Purchase, is inclusive of the Capped Early Tender Payment, as described herein. Capped Noteholders that validly tender their Capped Notes pursuant to the Capped Offer after the Capped Early Tender Date, but on or prior to the Capped Expiration Date, and that are accepted for purchase, will receive only the applicable Capped Tender Consideration, which consists of the applicable Capped Total Consideration *minus* the Capped Early Tender Payment equal to the applicable amount for each US\$1,000 principal amount of Capped Notes, as set forth in the table on the third page of the cover of this Offer to Purchase under the heading “Capped Early Tender Payment.”

Because the consideration applicable to the Offers is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of consideration that may be received by a tendering Holder pursuant to the Offers will be affected by changes in such yield during the term of the Offers prior to the applicable Price Determination Date. After the applicable Price Determination Date, when the consideration applicable to the Offers is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to the Offers will be known, and Holders will be able to ascertain the Any and All Total Consideration, Capped Total Consideration or Capped Tender Consideration, as applicable, that would be received by all tendering Holders whose Notes are accepted for purchase pursuant to such Offers in the manner described above. Unless the applicable Withdrawal Date is extended by the Offeror in its sole discretion, the Any and All Price Determination Date is scheduled to occur on the Business Day of the Any and All Withdrawal Date and the Capped Price Determination Date is scheduled to occur on the day after the Capped Withdrawal Date. Therefore, Holders who validly tendered their Capped Notes pursuant to the Capped Offer may not be able to validly withdraw their tendered Capped Notes by the time the actual amount of cash that may be received by such tendering Holder will be known.

In the event of any dispute or controversy regarding the applicable (i) Any and All Total Consideration, Capped Total Consideration or Capped Tender Consideration, as applicable or (ii) amount of Accrued Interest for Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers, the Offeror’s determination shall be conclusive and binding, absent manifest error.

Accrued Interest

In addition to the Any and All Total Consideration, the Capped Total Consideration or the Capped Tender Consideration, as applicable, all Holders whose Notes are accepted for purchase pursuant to the Offers will be paid Accrued Interest, from, and including, the applicable last interest payment date up to, but not including, the applicable Settlement Date payable on such date. For the avoidance of doubt, we will not pay Accrued Interest for any periods following the applicable Settlement Date in respect of any Notes accepted for purchase in the applicable Offer. Accrued Interest on the Any and All Notes tendered using the Guaranteed Delivery Procedures will cease to accrue on the Any and All Settlement Date.

Settlement Dates

Any and All Notes

For Any and All Notes that have been validly tendered on or prior to the Any and All Expiration Date (other than through Guaranteed Delivery Procedures) and not validly withdrawn on or prior to the Any and All Withdrawal Date and that are accepted for purchase, settlement will occur on the Any and All Settlement Date, subject to all conditions to the Any and All Offer having been satisfied or, where possible, waived by the Offeror. The Any and All Settlement Date is expected to be promptly following the Any and All Expiration Date. Assuming that the Any and All Offer is not extended and all conditions of the Any and All Offer have been satisfied or, where applicable, waived by the Offeror, we expect that the Any and All Settlement Date will occur no later than three Business Days following the Any and All Expiration Date.

For the Any and All Notes that have been validly tendered on or prior to the Any and All Expiration Date and not validly withdrawn on or prior to the Any and All Withdrawal Date pursuant to Guaranteed Delivery Procedures and that are accepted for purchase pursuant to the Any and All Offer, settlement will occur on the Guaranteed Delivery Settlement Date, subject to all conditions to the Any and All Offer having been satisfied or, where possible, waived by the Offeror. The Guaranteed Delivery Settlement Date is expected to be promptly following the Any and All Expiration Date. Assuming that the Any and All Offer is not extended and all conditions of the Offers have been satisfied or, where applicable, waived by the Offeror, we expect that the Guaranteed Delivery Settlement Date will occur no later than three Business Days following the Any and All Expiration Date.

Any and All Noteholders whose Any and All Notes are purchased pursuant to the Any and All Offer will receive Accrued Interest, payable on the Any and All Settlement Date. No tenders of Any and All Notes will be valid if submitted after the Any and All Expiration Date, or the Guaranteed Delivery Date, if tendered using the Guaranteed Delivery Procedures. In the event of termination of the Any and All Offer on or prior to the Any and All Expiration Date, or the Guaranteed Delivery Date, if tendered using the Guaranteed Delivery Procedures, the Any and All Notes tendered pursuant to the Any and All Offer will be promptly returned to the tendering Any and All Noteholders.

The Offeror will calculate the Any and All Total Consideration and the Accrued Interest payable to Any and All Noteholders whose Any and All Notes are accepted for purchase pursuant to the Any and All Offer. Accrued Interest on Any and All Notes tendered using the Guaranteed Delivery Procedures will cease to accrue on the Any and All Settlement Date. Such calculations will be final and binding on all Any and All Noteholders whose Any and All Notes were accepted for purchase, absent manifest error. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender and Information Agent or DTC. The Offeror will publicly announce the actual Any and All Total Consideration for the Any and All Notes subject to the Any and All Offer promptly after it is determined.

The Offeror will announce their acceptance of valid tenders of Any and All Notes pursuant to the Any and All Offer and the principal amounts of the Any and All Notes so accepted as soon as reasonably practicable after each of the Any and All Expiration Date and the Guaranteed Delivery Date, if tendered using the Guaranteed Delivery Procedures; subject, in each case, to the satisfaction or waiver of the conditions described in this Offer to Purchase.

Capped Notes

For Capped Notes that have been validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date and that are accepted for purchase pursuant to the Capped Offer, if the Offeror exercises the Capped Early Settlement Right, the Capped Early Settlement Date will be promptly following the Capped Early Acceptance Date. Assuming that the Offeror exercises the Capped Early Settlement Right and all conditions of the Capped Offer have been satisfied, or where applicable, waived by the Offeror, we expect that the Capped Early Settlement Date for the Capped Offer will occur no later than three Business Days following the Capped Early Tender Date.

For Capped Notes that have been validly tendered on or prior to the Capped Expiration Date, exclusive of Capped Notes purchased on the Capped Early Settlement Date, if any, and that are accepted for purchase pursuant to the Capped Offer, settlement will occur on the Capped Final Settlement Date, subject to all conditions to the Capped Offer having been satisfied or, where possible, waived by the Offeror. The Capped Final Settlement Date is expected to be promptly following the Capped Expiration Date. Assuming that the Capped Offer are not extended and all conditions of the Capped Offer have been satisfied or, where applicable, waived by the Offeror, we expect that the Capped Final Settlement Date will occur no later than two Business Days following the Capped Expiration Date.

The Capped Notes accepted for purchase on any Settlement Date will be accepted, provided that the Offeror will only accept for purchase Capped Notes with an aggregate principal amount up to the Maximum Principal Amount.

Capped Noteholders whose Capped Notes are purchased pursuant to the Capped Offer will receive Accrued Interest, payable on the Capped Early Settlement Date or Capped Final Settlement Date, as applicable. In the event of termination of the Capped Offer on or prior to the Capped Expiration Date, the Capped Notes tendered pursuant to the Capped Offer will be promptly returned to the tendering Capped Noteholders.

The Offeror will calculate the Capped Total Consideration, the Capped Early Tender Payment, the Capped Tender Consideration, as the case may be, and the Accrued Interest payable to Capped Noteholders whose Capped Notes are accepted for purchase pursuant to the Capped Offer. Such calculations will be final and binding on all Capped Noteholders whose Capped Notes were accepted for purchase, absent manifest error. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by the Tender and Information Agent or DTC. The Offeror will publicly announce the actual Capped Total Consideration or the actual Capped Tender Consideration, as the case may be, for the Capped Notes subject to the Capped Offer promptly after it is determined.

The Offeror will announce their acceptance of valid tenders of Capped Notes pursuant to the Capped Offer and the principal amounts of the Capped Notes so accepted as soon as reasonably practicable after each of the Capped Expiration Date, subject to the satisfaction or waiver of the conditions described in this Offer to Purchase.

Maximum Principal Amount; Proration; Acceptance Priority Procedures

Maximum Principal Amount

The Maximum Principal Amount limits the maximum aggregate principal amount for all Capped Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Capped Offer, excluding any premium and any accrued and unpaid interest, to US\$150,000,000.

The Offeror reserves the right, but is under no obligation, to increase or decrease the Maximum Principal Amount at any time, subject to compliance with applicable law, which could result in the Offeror purchasing a greater aggregate principal amount of Capped Notes in the Capped Offer. There can be no assurance that the Offeror will exercise their rights to increase or decrease the Maximum Principal Amount. If the Offeror increases or decreases the Maximum Principal Amount, the Offeror does not expect to extend the Capped Withdrawal Date, subject to applicable law.

If the aggregate principal amount of Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date exceeds the Maximum Principal Amount, the Offeror will not accept for purchase any Capped Notes tendered after the Capped Early Tender Date.

Proration; Acceptance Priority Procedures

Acceptance of tenders of the Capped Notes of any series may be subject to proration if the aggregate principal amount of Capped Notes validly tendered and not validly withdrawn would cause the Maximum Principal Amount to be exceeded. If the Capped Offer are fully subscribed as of the Capped Early Tender Date, Capped Noteholders who validly tender Capped Notes after the Capped Early Tender Date will not have any of their Capped Notes accepted for purchase.

If proration of the tendered Capped Notes is required, the Offeror will determine the final proration factors as soon as practicable after the Capped Early Tender Date or the Capped Expiration Date, as applicable. Capped Noteholders may obtain such information from the Tender and Information Agent and the Dealer Managers and may be able to obtain such information from their brokers. Depending on the proration factor applied, if the principal amount of Capped Notes returned to a Capped Noteholder as a result of proration would result in less than the minimum denomination being returned to such Capped Noteholder, the Offeror may accept or reject all of such Capped Noteholder's validly tendered Capped Notes.

If the purchase of Capped Notes validly tendered and not validly withdrawn in the Capped Offer would cause us to purchase an aggregate principal amount of Capped Notes in excess of the Maximum Principal Amount, subject to the terms and conditions of the Capped Offer, we will prorate the Capped Notes accepted in the Capped Offer as described below. The Acceptance Priority Procedures are described in this paragraph.

- (1) If the aggregate principal amount of all Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date does not exceed the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Offers) accept for purchase all such tendered Capped Notes.

If the aggregate principal amount of Capped Notes validly tendered on or prior to the Capped Early Tender Date and not validly withdrawn on or prior to the Capped Withdrawal Date exceeds the Maximum Principal Amount, then the Capped Offer will be oversubscribed as of the Capped Early Tender Date and (i) we will not accept for purchase any Capped Notes tendered after the Capped Early Tender Date, and (ii) we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Capped Offer) accept for purchase on the Capped Early Acceptance Date (or, if there is no Capped Early Acceptance Date, the Capped Expiration Date) the maximum aggregate principal amount of Capped Notes tendered on or prior to the Capped Early Tender Date that we can accept without exceeding the Maximum Principal Amount.

If the aggregate principal amount of all validly tendered and not validly withdrawn Capped Notes does not exceed the Maximum Principal Amount, then we will accept for purchase all such validly tendered Capped Notes. If the aggregate principal amount of all validly tendered Capped Notes exceeds the Maximum Principal Amount, then we will accept for purchase a proportionate amount of tendered Capped Notes such that we do not exceed the Maximum Principal Amount.

- (2) If the Capped Offer is not oversubscribed as of the Capped Early Tender Date, and the aggregate principal amount of Capped Notes validly tendered in the Capped Offer on or prior to the Capped Expiration Date exceeds the Maximum Principal Amount, then we will (assuming satisfaction or, where applicable, the waiver of the conditions to the Capped Offer) (i) accept for purchase all Capped Notes tendered on or prior to the Capped Early Tender Date, and (ii) accept for purchase the maximum aggregate principal amount of Capped Notes tendered after the Capped Early Tender Date and on or prior to the Capped Expiration Date that we can accept without exceeding the Maximum Principal Amount.

We reserve the right, in our sole discretion and subject to applicable law, to increase or decrease the Maximum Principal Amount at any time without reinstating withdrawal rights or extending the Capped Early Tender Date or the Capped Withdrawal Date, subject to applicable law.

All Capped Notes not accepted as a result of proration will be rejected from the Capped Offer and promptly returned to the tendering Capped Noteholder. To ensure the return of Capped Notes in minimum principal amounts of US\$200,000 and integral multiples of US\$1,000 in excess thereof, if necessary, we will make appropriate adjustments downward to the nearest US\$1,000 principal amount, or if applicable, the minimum denomination of US\$200,000, with respect to each Capped Noteholder validly tendering Capped Notes. Any tender of Capped Notes, the proration of which would otherwise result in a return of Capped Notes to a tendering Capped Noteholder in a principal amount below the minimum denomination of US\$200,000, may be rejected in full or accepted in full in our sole discretion. Capped Noteholders who tender less than all their Capped Notes must continue to hold Capped Notes in Authorized Denominations.

Conditions of the Offers

Notwithstanding any other provision of the Offers, the Offeror will not be required to accept for purchase and pay for any validly tendered and not validly withdrawn Notes pursuant to the Offers, if the Financing Condition has not been satisfied or waived on or prior to the Any and All Expiration Date or the General Conditions have not been satisfied or waived on or prior to the applicable Expiration Date. The Offers are not contingent upon the tender of any minimum principal amount of Notes.

Notwithstanding any other provision of the Offers, the Offeror will not be required to accept for purchase and pay for any validly tendered and not validly withdrawn Notes pursuant to the Offers if any of the following shall not be satisfied or waived on or prior to the Any and All Expiration Date (with respect to the Financing Condition) or the applicable Expiration Date (with respect to the General Conditions):

(1) on or prior to the Any and All Expiration Date, the consummation of an offering of one or more issuances of debt securities of Embraer Finance, guaranteed by Embraer, on terms that are satisfactory to Embraer, in its sole discretion (the “Financing Condition”).

(2) the following conditions (the “General Conditions” and, together with the Financing Condition, the “Conditions”):

- (i) no action or event shall have occurred or been threatened, no action shall have been taken, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been promulgated, enacted, entered, enforced or deemed to be applicable to any Offer by or before any court or governmental regulatory or administrative agency, authority or tribunal, including, without limitation, taxing authorities, that either:
 - (a) challenges the making of any Offer or might, directly or indirectly, prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any material manner, any Offer or its anticipated benefits to us; or
 - (b) in our reasonable judgment, could materially adversely affect our business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or materially impair the contemplated benefits to us of any Offer or the delivery of any cash amounts;
- (ii) nothing has occurred or may occur that would or might, in our reasonable judgment, prohibit, prevent or delay any Offer or impair our ability to realize the anticipated benefits of any Offer;
- (iii) there shall not have occurred (a) any general suspension of or limitation on trading in securities on the B3 S.A. – *Brasil, Bolsa, Balcão*, the New York Stock Exchange or in the over-the-counter market, whether or not mandatory, (b) a material impairment in the general trading market for debt securities, (c) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in Brazil, the United States or any member state of the European Union, whether or not mandatory, (d) a commencement of a war, armed hostilities, a terrorist act or other national or international calamity directly or indirectly relating to Brazil, the United States or any member state of the European Union, (e) any limitation, whether or not mandatory, by any governmental authority on, or other event having a reasonable likelihood of affecting, the extension

of credit by banks or other lending institutions in Brazil, the United States or any member state of the European Union, (f) any material adverse change in the securities or financial markets in Brazil, the United States or any member state of the European Union generally or (g) in the case of any of the foregoing existing at the time of the commencement of the Offers, a material acceleration or worsening thereof; and

- (iv) the Trustee shall not have objected in any respect to, or taken any action that could, in our reasonable judgment, adversely affect the consummation of any Offers, nor shall the Trustee have taken any action that challenges the validity or effectiveness of the procedures used by us in making the Offers or the delivery of any cash amounts.

The Conditions are for our sole benefit and may be waived by us, in whole or in part, in our absolute discretion. Any determination made by us concerning an event, development or circumstance described or referred to above will be conclusive and binding.

If any of the Conditions are not satisfied, we may, at any time:

- terminate any Offer and promptly unblock all applicable tendered Notes;
- modify, extend or otherwise amend any Offer and retain all applicable tendered Notes until the applicable Expiration Date, as extended, subject, however, to the withdrawal rights of Holders; or
- waive the unsatisfied conditions with respect to any Offer and accept all applicable Notes validly tendered and not previously validly withdrawn.

In addition, subject to applicable law, we may in our absolute discretion terminate any Offer for any other reason.

Certain Significant Consequences to Holders

In deciding whether to participate in the Offers, each Holder should consider carefully, in addition to the other information contained and incorporated by reference in this Offer to Purchase, the following:

Limited Trading Market

To the extent that Notes are validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers, the trading market for the Notes may become more limited. A bid for securities with a smaller outstanding aggregate principal amount available for trading (a smaller “float”) may be lower than a bid for a comparable security with a greater float. Therefore, the market price for Notes not tendered or tendered but not purchased may be affected adversely to the extent that the amount of Notes purchased pursuant to the Offers reduces the float. The reduced float may also tend to make the trading price more volatile. Holders of unpurchased Notes may attempt to obtain quotations for the Notes from their brokers; however, there can be no assurance that an active trading market will exist for the Notes following the Offers. The extent of the public market for the Notes following the consummation of the Offers would depend upon, among other things, the number of Holders remaining, the outstanding aggregate principal amount of Notes at such time and the interest in maintaining a market in the Notes on the part of securities firms and other factors. See “—Treatment of Notes not Tendered in the Offers; Other Actions Affecting Notes” below.

Consideration for the Notes May Not Reflect Their Fair Value

The consideration offered to purchase the Notes does not reflect any independent valuation of the Notes or take into account events or changes in financial markets (including interest rates) after the commencement of the Offers. We have not obtained or requested a fairness opinion from any banking or other firm as to the fairness of the consideration for the Notes. If you tender Notes, you may or may not receive more or as much value than if you chose to keep them.

Treatment of Notes not Tendered in the Offers; Other Actions Affecting Notes

The Offeror intends to retire and cancel the Notes purchased in the Offers. Notes not tendered or otherwise not purchased pursuant to the Offers will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the applicable indenture governing such series of Notes, will remain unchanged. No amendments to these documents are being sought.

Whether or not the Offers are consummated, we or our affiliates may from time to time following the expiration of the Offers take any of the following actions:

- acquire Notes, other than pursuant to the Offers, through open-market purchases, privately negotiated transactions, other tender offers, exchange offers or otherwise, upon such terms and at such prices as they may determine, which may be more or less than the prices to be paid pursuant to the Offers and could be for cash or other consideration;
- redeem the Notes pursuant to the terms thereof; or
- effect a defeasance of the Notes if the issuer, among other things, irrevocably deposits funds or certain governmental securities in trust, in accordance with the terms of the applicable indenture governing such series of Notes, sufficient to pay the principal of and interest on the outstanding Notes to maturity and subject to certain other conditions.

The effect of any of these actions may directly or indirectly affect the price of any Notes that remain outstanding after the consummation of the Offers. As of the date of this Offer to Purchase, it is our intention, but we are under no obligation, to redeem the Any and All Notes via the make-whole call following the consummation, termination or withdrawal of the Offers. There can be no assurance as to which, if any, of these alternatives or combinations thereof we or our affiliates may choose to pursue in the future.

Procedures for Tendering Notes

General

The tender by a Holder of Notes (and subsequent acceptance thereof by us) pursuant to the procedures set forth below will constitute a binding agreement between such Holder and the Offeror in accordance with the terms and subject to the conditions set forth in this Offer to Purchase.

The tender of Notes pursuant to the Offers and in accordance with the procedures described below will constitute a valid tender of such Notes. A defective tender of Notes (which defect is not waived by us) will not constitute valid delivery of the Notes and will not entitle the Holder thereof to our payment of the Any and All Total Consideration, the Capped Total Consideration or the Capped Tender Consideration, as the case may be, or any Accrued Interest on the Notes. Any beneficial owner whose Notes are registered in the name of a custodian or held through the book-entry transfer facility and who wishes to tender its Notes should contact such Holder promptly and instruct such Holder to tender its Notes on such beneficial owner's behalf. In no event shall the Holder send any Notes to the Offeror or the Dealer Managers.

There is no letter of transmittal for the Offer to Purchase.

Tender of Notes Held Through DTC

Within two Business Days after the date of this Offer to Purchase, the Tender and Information Agent will establish accounts with respect to the Notes at DTC for purposes of the Offers. The Tender and Information Agent and DTC have confirmed that the Offers are eligible for DTC's ATOP, whereby a financial institution that is a participant in DTC's system may tender Notes by making a book-entry delivery of Notes by causing DTC to transfer Notes into an ATOP account.

To effectively tender Notes, DTC participants should transmit their acceptance through ATOP, and DTC will then edit and verify the acceptance and send an Agent's Message to the Tender and Information Agent for its acceptance. The term "Agent's Message" means a message, transmitted by DTC to, and received by, the Tender and Information Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating that such participant has accepted the relevant Offer and agrees to be bound by the terms, conditions and provisions of such Offer (if applicable). An Agent's Message and any other required documents must be transmitted through ATOP to, and received by, the Tender and Information Agent on or prior to the Any and All Expiration Date, the Capped Early Tender Date or the Capped Expiration Date, as applicable. Any documents in physical form must be sent to the Tender and Information Agent at one of its addresses set forth on the back cover page of this Offer to Purchase. Delivery of the Agent's Message by DTC will satisfy the terms of the Offers in lieu of execution and delivery of a letter of transmittal by the participant identified in the Agent's Message. Accordingly, Holders do not need to complete a letter of transmittal with respect to Notes being tendered.

A separate tender instruction must be submitted on behalf of each beneficial owner of the Notes due to the possibility of proration.

You are advised to check with any bank, securities broker or other intermediary through which you hold Notes whether such intermediary would require to receive instructions to participate in, or revoke their instruction to participate in, the Offers before the deadlines specified in this Offer to Purchase.

Delivery of such documents to DTC does not constitute delivery to the Tender and Information Agent.

The delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message together with all accompanying evidences of authority and any other required documents in a form satisfactory to the Offeror. The method of delivery of the Notes and all other required documents, including delivery through DTC and acceptance of an Agent's Message transmitted through ATOP, is at the option and risk of the tendering Holder. In all cases, sufficient time should be allowed for such documents to reach the Tender and Information Agent prior to the applicable Expiration Date in order to be eligible to receive the Any and All Total Consideration, the Capped Total Consideration or the Capped Tender Consideration, as applicable.

Guaranteed Delivery for Any and All Offer

If any of the Any and All Noteholders shown in the records of DTC as an Any and All Noteholder desires to tender its Any and All Notes pursuant to the Any and All Offer and (1) such Any and All Noteholder cannot comply with the procedures under DTC's ATOP on or prior to the Any and All Expiration Date or (2) such Any and All Noteholder cannot deliver the other required documents to the Tender and Information Agent on or prior to the Any and All Expiration Date, then such Any and All Noteholder may effect a tender of its Any and All Notes pursuant to a guaranteed delivery by complying with the following procedures (the "Guaranteed Delivery Procedures"):

- such tender must be made through a firm that is an "eligible guarantor institution," as that term is defined in Rule 17Ad-15 under the Exchange Act (the "Eligible Institution");
- on or prior to the Any and All Expiration Date, the Tender and Information Agent must receive from the Eligible Institution either (i) a properly completed and duly executed Notice of Guaranteed Delivery, by facsimile transmission, e-mail, mail or hand delivery, or (ii) a properly transmitted Agent's Message and Notice of Guaranteed Delivery, that in each such case (1) sets forth the name and address of the DTC participant ("Direct Participant") tendering Any and All Notes on behalf of the relevant Holder and the principal amount of Any and All Notes being tendered; (2) states that the tender is being made thereby; and (3) guarantees that the Eligible Institution will procure that DTC properly transmits an Agent's Message (together with the related book-entry delivery of the Any and All Notes) to the Tender and Information Agent by no later than 5:00 p.m., New York City time, on the Guaranteed Delivery Date; and
- the Tender and Information Agent must receive the book-entry delivery of the Any and All Notes into the Tender and Information Agent's account at DTC by no later than 5:00 p.m., New York City time, on the Guaranteed Delivery Date.

Holders who wish to use the Guaranteed Delivery Procedures set out above may obtain the relevant form of Notice of Guaranteed Delivery by contacting the Tender and Information Agent, which is substantially in the form of Annex 1 to this Offer to Purchase. The Notice of Guaranteed Delivery may be transmitted in accordance with the usual procedures of DTC; provided, however, that if the notice is sent through electronic means, it must state that DTC has received an express acknowledgement from the Holder on whose behalf the notice is given that the Holder has received and agrees to become bound by the form of the notice to DTC. If ATOP procedures are used to give Notice of Guaranteed Delivery, the Direct Participant need not complete and physically deliver the Notice of Guaranteed Delivery; however, the Direct Participant will be bound by the terms of the relevant Offer.

Interest will cease to accrue on the Any and All Settlement Date for all Any and All Notes accepted in the Any and All Offer, including those tendered pursuant to the Guaranteed Delivery Procedures.

The Eligible Institution that tenders Any and All Notes pursuant to the Guaranteed Delivery Procedures must (i) no later than the Any and All Expiration Date, comply with ATOP's procedures applicable to guaranteed delivery, and (ii) no later than the Guaranteed Delivery Date, deliver the Agent's Message, together with confirmation of book-entry transfer of the Any and All Notes specified therein, to the Tender and Information Agent as specified above. Failure to do so could result in a financial loss to such Eligible Institution.

If an Any and All Noteholder is tendering Any and All Notes through ATOP pursuant to the Guaranteed Delivery Procedures, the Eligible Institution should not complete and deliver the Notice of Guaranteed Delivery, but such Eligible Institution will be bound by the terms of the Any and All Offer, including the Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Institution. Any and All Noteholders who hold Any and All Notes in book-entry form and tender pursuant to the Guaranteed Delivery Procedures should, on or prior to the Guaranteed Delivery Date, only comply with ATOP's procedures applicable to guaranteed delivery.

Any and All Notes may be tendered pursuant to the Guaranteed Delivery Procedures only in Authorized Denominations. No alternative, condition or contingent tenders will be accepted.

There is no guaranteed delivery mechanism provided for by the Offeror in connection with the Capped Offer.

No Guaranteed Delivery Procedures for the Capped Offer

The Offeror does not intend to permit tenders of Capped Notes by Guaranteed Delivery Procedures.

Representations, Warranties and Undertakings; the Offeror's Acceptance Constitutes an Agreement

By tendering your Notes through DTC and delivering an Agent's Message through ATOP or by delivering a Notice of Guaranteed Delivery, you will be agreeing with, acknowledging, representing, warranting and undertaking to us, the Tender and Information Agent and the Dealer Managers substantially the following on each of the Capped Early Acceptance Date (if applicable), the applicable Expiration Dates and the applicable Settlement Dates, as the case may be (if you are unable to give these agreements, acknowledgements, representations, warranties and undertakings, you should contact the Dealer Managers or the Tender and Information Agent immediately):

(1) You irrevocably constitute and appoint the Tender and Information Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Tender and Information Agent also acts as our agent) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of, such Notes on the account books maintained by DTC to, or upon the order of, the Offeror, (ii) present such Notes for transfer of ownership on the books of the Offeror, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, subject to the obligation to hold in trust any proceeds for the beneficial owners, all in accordance with the terms and conditions of the relevant Offer.

(2) You understand that tenders of Notes may be withdrawn by written notice of withdrawal received by the Tender and Information Agent at any time prior to the applicable Withdrawal Date. In the event of a termination of any Offer, the Notes tendered pursuant to such Offer will be credited to the account maintained at DTC from which such Notes were delivered.

(3) You understand that tenders of Notes pursuant to any of the procedures described in this Offer to Purchase and, with respect to the Any and All Notes, in the Notice of Guaranteed Delivery, and the acceptance of such Notes by the Offeror will constitute a binding agreement between you and the Offeror upon the terms and subject to the conditions of this Offer to Purchase. For purposes of the Offers, you understand that validly tendered and not validly withdrawn Notes (or defectively tendered Notes with respect to which the Offeror has or has caused to be waived such defect) will be deemed to have been accepted for purchase by the Offeror if, as and when the Offeror gives oral or written notice thereof to the Tender and Information Agent.

(4) You have full power and authority to tender, sell, assign and transfer the Notes tendered and that when such tendered Notes are accepted for purchase and payment by the Offeror, the Offeror will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right and together with all rights attached thereto. You will, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or by the Offeror to be necessary or desirable to complete the sale, assignment, transfer and cancellation (if any) of the Notes tendered or to evidence such power and authority.

(5) You have received the Offer to Purchase, and have reviewed and accepted the offer and distribution restrictions, terms, conditions, risk factors and other considerations of the Offers, all as described in this Offer to Purchase, and have undertaken an appropriate analysis of the implications of the Offers without reliance on us, the Dealer Managers, or the Tender and Information Agent. All authority conferred or agreed to be conferred shall not be affected by, and shall survive, your death or incapacity, and any obligation of you hereunder shall be binding upon your heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns.

(6) You understand that the Offeror will pay the applicable Any and All Total Consideration, Capped Total Consideration, or Capped Tender Consideration, as the case may be, and any accrued and unpaid interest from, and including, the last interest payment date to, but not including, the applicable Settlement Date with respect to the Notes accepted for purchase.

(7) You recognize that under certain circumstances set forth in this Offer to Purchase, the Offeror may terminate or amend any Offer (if applicable) or may postpone the acceptance for payment of, or the payment for, Notes tendered or may not be required to purchase any of the Notes tendered.

(8) You are not a person to whom it is unlawful to make an invitation pursuant to the Offers under applicable securities or blue sky laws and you acknowledge that you must inform yourself about, and observe, any such laws.

(9) You understand that the delivery and surrender of any Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of an Agent's Message properly completed and duly executed, together with all accompanying evidence of authority and any other required documents in form satisfactory to the Offeror. All questions as to form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Offeror, in its sole discretion, which determination shall be final and binding.

(10) You request that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name of, and delivered by credit to, the account of DTC who will credit the account of the participant from which such Notes were received.

(11) You have observed (and will observe) the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid (or will pay) any issue, transfer or other taxes or requisite payments due from you in each respect in connection with any offer or acceptance, in any jurisdiction and that you have not taken or omitted to take any action in breach of the representations or which will or may result in the Offeror or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with any Offer or tender of Notes in connection therewith.

(12) You acknowledge that none of the Offeror, the Dealer Managers, the Tender and Information Agent or the Trustee is making any recommendation as to whether or not you should tender Notes in response to the Offers.

Your custodian or nominee, by delivering, or causing to be delivered, the Notes and the completed Agent's Message to the Tender and Information Agent is representing and warranting that you, as owner of the Notes, have represented, warranted and agreed to each of the above. If you are unable to give the foregoing representations, warranties and undertakings, you should contact the Dealer Managers or the Tender and Information Agent.

Our acceptance for payment of Notes tendered under the Offers will constitute a binding agreement between you and us upon the terms and conditions of the Offers described in this Offer to Purchase.

Tender of Notes Held Through Clearstream or Euroclear

Any Holder who holds Notes through Clearstream or Euroclear must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes and must submit their acceptance in sufficient time for such tenders to be made prior to the Capped Early Tender Date or the relevant Expiration Date, as applicable. Clearstream and Euroclear are indirect participants in the DTC system. Holders should note that Clearstream and Euroclear may require that action be taken a day or more prior to the Capped Early Tender Date or the relevant Expiration Date, as applicable.

Any and All Expiration Date; Capped Early Tender Date; Capped Expiration Date; Extensions; Amendments; Termination

The Any and All Expiration Date for the Any and All Offer is 5:00 p.m., New York City time, on February 11, 2025, unless extended by the Offeror in its sole discretion, in which case the Any and All Expiration Date with respect to the Any and All Offer will be such date to which the Any and All Expiration Date is extended.

The Capped Early Tender Date for the Capped Offer is 5:00 p.m., New York City time, on February 19, 2025, unless extended by the Offeror in its sole discretion, in which case the Capped Early Tender Date with respect to the Capped Offer will be such date to which the Capped Early Tender Date is extended.

The Capped Expiration Date for the Capped Offer is 5:00 p.m., New York City time, on March 6, 2025, unless extended by the Offeror in its sole discretion, in which case the Capped Expiration Date with respect to the Capped Offer will be such date to which the Capped Expiration Date is extended.

The Offeror, in its sole discretion, may amend the terms of the Offers. In addition, the Offeror, in its sole discretion, may extend the Capped Early Tender Date or any of the Expiration Dates for any purpose, including to permit the satisfaction or, where possible, waiver of the conditions to the Offers. To extend any of the Expiration Dates, the Offeror will notify the Tender and Information Agent and will make a public announcement thereof before 9:00 a.m., New York City time, on the next Business Day after the previously scheduled applicable Expiration Date. Such announcement will state that the Offeror is extending the relevant term for a specified period.

All references to the Capped Early Tender Date or to any of the Expiration Dates in this Offer to Purchase are to the Capped Early Tender Date or to the applicable Expiration Date, respectively, as may be extended or terminated. The Offeror expressly reserves the right to extend the Capped Early Tender Date or any of the Expiration Dates with respect to the Offer.

The Offeror expressly reserves the right, subject to applicable law, to:

- delay accepting the Notes, extend the Capped Early Tender Date or any of the Expiration Dates or, if the conditions to any Offer are not satisfied, terminate such Offer at any time and not accept the relevant Notes; and
- if the conditions to any Offer are not satisfied, amend or modify at any time, the terms of such Offer in any respect, including by waiving, where possible, any conditions to consummation of such Offer.

If the Offeror exercises any such right, the Offeror will give written notice thereof to the Tender and Information Agent and will make a public announcement thereof as promptly as practicable and, in the case of a termination, all Notes tendered pursuant to the terminated Offer and not accepted for purchase will be returned promptly to the tendering Holders thereof.

The minimum period during which each Offer will remain open following material changes in the terms of such Offer or in the information concerning such Offer will depend upon the facts and circumstances of such change, including the materiality of the changes. If any of the terms of any Offer are amended in a manner determined by the Offeror to constitute a material change adversely affecting any Holder, the Offeror will (i) promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, (ii) extend the relevant Offer for a period that the Offeror deems appropriate, subject to applicable law, depending upon the significance of the amendment and the manner of disclosure to Holders, if the relevant Offer would otherwise expire during such period, and (iii) extend withdrawal rights for a period that the Offeror deems appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment.

Transfer Taxes

The Offeror will pay all stamp, documentary or similar transfer taxes applicable to the purchase and transfer of Notes pursuant to this Offer to Purchase, except that if the payment of the applicable Any and All Total Consideration, Capped Total Consideration or Capped Tender Consideration, as the case may be, is being made to, or if Notes that are not tendered or not purchased in the Offers are to be registered or issued in the name of, any person other than the Holder of the Notes or the DTC participant in whose name the Notes are held on the books of DTC, or if a transfer tax is imposed for any reason other than the purchase of Notes under the Offers, then the amount of any such transfer tax (whether imposed on the Holder or any other person) will be payable by the tendering Holder. If satisfactory evidence of payment of that tax or exemption from payment is not submitted, then the amount of that transfer tax will be deducted from the applicable Any and All Total Consideration, Capped Total Consideration or Capped Tender Consideration, as the case may be, otherwise payable to the tendering Holder.

Acceptance of Notes for Purchase; Payment for Notes

Upon the terms and subject to the conditions of the Offers, the Offeror will notify the Tender and Information Agent and Information Agent promptly after the Capped Early Tender Date and the Expiration Dates, as applicable, of which Notes are accepted for purchase and payment pursuant to the Offers. For purposes of the Offers, the Offeror will be deemed to have accepted for purchase validly tendered and not validly withdrawn Notes (or defectively tendered Notes with respect to which the Offeror has waived such defect) if, as and when the Offeror gives oral (promptly confirmed in writing) or written notice thereof to the Tender and Information Agent. With respect to tendered Notes that are to be returned to Holders, such Notes will be credited to the account maintained at DTC promptly following the applicable Expiration Date or termination of the applicable Offer.

Upon the terms and subject to the conditions of the Offers, the Offeror will accept for purchase, and pay for, Notes validly tendered pursuant to the Offers and not validly withdrawn upon the satisfaction or, where possible, waiver of the conditions of the Offers. The Offeror will promptly pay for all Notes accepted for purchase. In all cases, payment for Notes accepted for purchase pursuant to the Offers will be made only after confirmation of book-entry transfer thereof. The Offeror will pay for Notes accepted for purchase in the Offers by depositing such payment directly in cash with DTC, which will act as agent for the tendering Holders for the purpose of receiving payment for Notes. Upon the terms and subject to the conditions of the Offers, delivery of the applicable Any and All Total Consideration, Capped Total Consideration or Capped Tender Consideration, as the case may be, with respect to the purchased Notes will be made on the applicable Settlement Date.

If, for any reason (including if the Offeror chooses to do so), acceptance for purchase of, or payment for, validly tendered and not validly withdrawn Notes pursuant to the Offers is delayed, or the Offeror is unable to accept for purchase or to pay for validly tendered and not validly withdrawn Notes pursuant to the Offers, then the Tender and Information Agent may, nevertheless, on behalf of the Offeror, retain the tendered Notes (which may not then be withdrawn), without prejudice to the rights of the Offeror as described under “—Any and All Expiration Date; Capped Early Tender Date; Capped Expiration Date; Extensions; Amendments; Termination” and “—Conditions of the Offers” above and “—Withdrawal of Tenders” below, but subject to Rule 14e-1 under the Exchange Act, which requires that an offeror pay the applicable consideration offered or return the securities tendered promptly after the termination or withdrawal of a tender offer. If, for any reason (including if the Offeror chooses to do so), the applicable Settlement Date is delayed, interest will continue to accrue until, but not including such extended Settlement Date.

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Offers, such Notes will be credited promptly following the applicable Expiration Date or termination of the applicable Offer to the account maintained at DTC from which they were received. Holders of Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers will be entitled to any Accrued Interest on their Notes from, and including, the last interest payment date to, but not including, the applicable Settlement Date, which will be payable on the applicable Settlement Date. Under no circumstances will any additional interest be payable because of any delay by DTC in the transmission of funds to the Holders of purchased Notes or otherwise.

The Offeror may transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third party the right to purchase all or any of the Notes tendered pursuant to the Offers, but any such transfer or assignment will not relieve the Offeror of its obligations under the Offers and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and not validly withdrawn and accepted for purchase pursuant to the Offers.

The Offeror reserves the right to arrange for alternate settlement mechanisms if we are required to do so for legal reasons.

Withdrawal of Tenders

Tenders of Notes, as applicable, may be validly withdrawn or revoked on or prior to the applicable Withdrawal Date but may not be validly withdrawn or revoked after such time, except as described herein or as required by applicable law. In the event of termination of any Offer, the Notes tendered pursuant to such Offer will be promptly returned to the tendering Holders.

The Notes may be validly withdrawn at any time on or prior to the applicable Withdrawal Date but may not be validly withdrawn after such time.

For a withdrawal of tendered Notes to be effective, a properly transmitted “Request Message” through ATOP must be received by the Tender and Information Agent on or prior to the applicable Withdrawal Date, at its address set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must:

- specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes;
- contain the description of the aggregate principal amount represented by such Notes; and
- specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes.

If the Notes to be withdrawn have been delivered or otherwise identified to the Tender and Information Agent, notice of withdrawal is effective immediately upon receipt by the Tender and Information Agent of the “Request Message” through ATOP.

Withdrawal of Notes may only be accomplished in accordance with the foregoing procedures.

Any permitted withdrawal of Notes may not be rescinded. Any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Offers; *provided, however*, that withdrawn Notes may be re-tendered by again following one of the appropriate procedures described herein at any time prior to the applicable Expiration Date.

Unless the applicable Withdrawal Date is extended by the Offeror in its sole discretion, the Any and All Price Determination Date is scheduled to occur on the Business Day of the Any and All Withdrawal Date and the Capped Price Determination Date is scheduled to occur on the day after the Capped Withdrawal Date. Therefore, Holders who validly tendered their Capped Notes pursuant to the Capped Offer may not be able to validly withdraw their tendered Capped Notes by the time the actual amount of cash that may be received by such tendering Holder will be known.

Other Matters

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Tender and Information Agent, the Trustee or the Offeror or to pay transfer taxes (except as indicated above in “—Transfer Taxes”) with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such nominee for tendering Notes on such beneficial owners’ behalf. The Offeror will pay all other charges and expenses in connection with the Offers.

All questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for payment and any withdrawal of tendered Notes will be determined by the Offeror in its sole discretion, and its determination will be final and binding on all Holders. The Offeror reserves the absolute right to reject any and all tenders of Notes that it determines are not in proper form or for which the acceptance for payment or payment may, in the opinion of its counsel, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of the Offers or any defect or irregularity in the tender or withdrawal of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders.

The Offeror’s interpretation of the terms and conditions of the Offers will be final and binding on all Holders. Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Offeror determines, unless waived by the Offeror. Tenders of Notes will not be deemed to have been made until all defects or irregularities have been waived by the Offeror or cured. None of the Offeror, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

There are no appraisal or other similar statutory rights available to Holders in connection with the Offers.

We and our affiliates expressly reserve the absolute right, in our sole discretion, subject to applicable law and the applicable indenture governing such series of Notes, from time to time to purchase any Notes that remain outstanding after the applicable Expiration Date through open market purchases or privately negotiated transactions (including, one or more additional tender or exchange offers) or otherwise, on terms that may be more or less favorable to Holders of Notes than the terms of this Offer to Purchase. Any future purchases or redemptions by us or our affiliates will depend on various factors existing at that time. As of the date of this Offer to Purchase, it is our intention, but we are under no obligation, to redeem the Any and All Notes via the make-whole call following the consummation, termination or withdrawal of the Offers. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we or our affiliates will choose to pursue in the future.

CERTAIN TAX CONSEQUENCES

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax considerations related to the Offers for U.S. Holders (as defined below). This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the “Code”), U.S. Treasury regulations promulgated thereunder, administrative rulings and pronouncements and judicial decisions, all as in effect on the date of this Offer to Purchase and all subject to change, possibly with retroactive effect, or to differing interpretations. Embraer has not obtained, and does not intend to obtain, a ruling from the U.S. Internal Revenue Service (the “IRS”) with respect to the U.S. federal income tax consequences of a sale of the Notes pursuant to the Offers. No assurance can be given that the IRS will agree with the tax consequences described in this summary, or that a court will not sustain any challenge by the IRS.

This summary does not address all of the potential U.S. federal income tax considerations that may be applicable to a particular U.S. Holder in light of its particular circumstances, or to certain categories of U.S. Holders that may be subject to special tax rules, such as financial institutions, banks, thrift institutions, insurance companies, regulated investment companies, real estate investment trusts, personal holding companies, tax-exempt organizations, dealers in securities or currencies, taxpayers that utilize the mark-to-market method of tax accounting, U.S. Holders whose functional currency for tax purposes is not the U.S. dollar, U.S. Holders who purchase notes in a substantially contemporaneous offering of one or more issuances of debt securities of Embraer Finance, guaranteed by Embraer, entities or arrangements classified as partnerships or other pass through entities for U.S. federal income tax purposes and investors therein, individual retirement and other tax-deferred accounts, U.S. expatriates, nonresident alien individuals present in the United States for more than 182 days in a taxable year, and persons that hold the Notes as part of a hedge, conversion transaction, straddle, constructive sale, wash sale or integrated transaction or as part of a “synthetic security.” Additionally, this summary does not address any state, local or non-U.S. taxes, the application of Section 451(b) of the Code to certain taxpayers who file applicable financial statements, alternative minimum taxes or the Medicare tax on net investment income and is limited to U.S. Holders that have held the Notes as capital assets within the meaning of Section 1221 of the Code (generally, for investment purposes).

For purposes of this summary, a “U.S. Holder” is a beneficial owner of a Note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation organized under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust, if (i) a court within the United States can exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (ii) it has a valid election in place to be treated as a U.S. person.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds Notes, the U.S. federal income tax treatment of the partnership and a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Entities or arrangements treated as partnerships holding Notes (and partners in such partnerships) are urged to consult their own tax advisors about the U.S. federal income tax considerations relating to the Offers.

EACH BENEFICIAL OWNER OF NOTES IS URGED TO CONSULT ITS OWN TAX ADVISOR REGARDING THE SPECIFIC U.S. FEDERAL, STATE, LOCAL AND NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF THE OFFERS.

Considerations for Tendering U.S. Holders

Sale of a Note Pursuant to the Offers. The sale of a Note by a U.S. Holder pursuant to the Offers will be a taxable transaction for such U.S. Holder for U.S. federal income tax purposes. Subject to the discussion of the “market

discount” rules set forth below and the potential treatment of the Capped Early Tender Payment, a U.S. Holder will generally recognize capital gain or loss in an amount equal to the difference between (i) the amount of cash received in exchange for such Note (other than any portion of the cash received that is attributable to Accrued Interest, which will be taxable as ordinary income from foreign sources to the extent such interest has not been previously included in income in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes) and (ii) the U.S. Holder’s adjusted tax basis in the tendered Note. Generally, a U.S. Holder’s adjusted tax basis for a Note will equal the amount paid for the Note, increased by any market discount previously included (pursuant to an election to include market discount in income currently as it accrues) in the U.S. Holder’s gross income, and decreased (but not below zero) by any amortized bond premium previously amortized by the U.S. Holder with respect to the Notes. Except to the extent that gain is recharacterized as ordinary income pursuant to the market discount rules discussed below, any capital gain or loss will be gain or loss from U.S. sources and will be long-term capital gain or loss if the U.S. Holder held the Note for more than one year at the time of sale. Certain non-corporate U.S. Holders may be eligible for preferential rates of taxation in respect of long-term capital gains. The deductibility of capital losses is subject to certain limitations. The rules relating to computing foreign tax credits for, or deducting foreign taxes, if any, withheld or otherwise imposed with respect to the sale of a Note pursuant to the Offers are complex, U.S. Treasury regulations have imposed additional requirements that must be met for a foreign tax to be creditable (although guidance provides temporary relief from the new requirements for taxable years ending before the date that a notice or other guidance withdrawing or modifying the temporary relief is issued, or any later date specified in such notice or other guidance). U.S. Holders are urged to consult their own tax advisors regarding the availability of foreign tax credits or deductions with respect to any foreign income taxes withheld from or imposed with respect to dispositions of the Notes.

Capped Early Tender Payment. The U.S. federal income tax treatment of the receipt of the Capped Early Tender Payment by U.S. Holders that sell Notes pursuant to the Capped Offer is not entirely clear. Under the Code, any amount received by a U.S. Holder on retirement of a debt instrument is generally treated as being received in exchange for the debt instrument. Although the issue is not free from doubt, Embraer intends to take the position, to the extent required to take a position, that the Capped Early Tender Payment is additional consideration for the Notes, in which case such a payment would be treated as part of the total consideration received in exchange for the Notes and treated in the manner described above. It is possible, however, that the Capped Early Tender Payment may be treated as a separate fee that generally would be subject to tax as ordinary income rather than as additional consideration for the Notes, in which case, if a U.S. Holder has a capital loss on the sale of the Notes pursuant to the Capped Offer, such Holder generally would be limited in its ability to use the capital loss to offset any ordinary income resulting from the Capped Early Tender Payment. U.S. Holders should consult their tax advisors as to the proper treatment of the Capped Early Tender Payment.

Market Discount. Gain recognized by a tendering U.S. Holder with respect to a Note acquired with market discount will generally be subject to U.S. federal income tax as ordinary income (which should be treated as income from foreign sources) to the extent of any market discount accrued during the period the Note was held by such U.S. Holder and not previously included in income under an election to include the market discount in income as it accrues. A Note generally will be considered to have been acquired with market discount if its stated principal amount exceeded its tax basis in the hands of a U.S. Holder immediately after its acquisition by the U.S. Holder by an amount equal to or greater than a statutory *de minimis* amount. Market discount will be considered to accrue ratably during the period from the date of the U.S. Holder’s acquisition of the Note to the maturity date of the Note unless the U.S. Holder has made an election to accrue market discount on a constant yield basis. If a U.S. Holder has elected to include accrued market discount in income as it accrues, no additional market discount needs to be taken into account with respect to the sale of a Note pursuant to the Offers. Gains in excess of such accrued market discount will generally be capital gains, as discussed above. U.S. Holders are urged to consult their own tax advisors as to the portion of their gain, if any, that would be taxable as ordinary income under these provisions.

Information Reporting and Backup Withholding

A U.S. Holder whose Notes are tendered and accepted for payment in the Offers may be subject to certain information reporting requirements with respect to the gross proceeds from the sale of such Notes, unless the U.S. Holder is an exempt recipient and, when required, establishes this fact. In addition, a U.S. Holder may be subject to backup withholding (at the rate of 24%) with respect to such proceeds unless such U.S. Holder (i) is within certain exempt categories and, when required, demonstrates this fact, or (ii) otherwise provides a correct taxpayer

identification number (a “TIN”), certifies that it is not currently subject to backup withholding and otherwise complies with the applicable requirements of the backup withholding rules. A U.S. Holder can satisfy these requirements by completing and submitting an IRS Form W-9. A U.S. Holder that does not so provide its correct TIN may be subject to penalties imposed by the IRS. Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules will be creditable against a U.S. Holder’s U.S. federal income tax liability, and may entitle the U.S. Holder to a refund, provided that the requisite information is properly and timely provided to the IRS. U.S. Holders are encouraged to consult their own tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such exemption.

Considerations for Non-Tendering U.S. Holders

A U.S. Holder that does not tender its Notes will not incur any U.S. federal income tax liability as a result of the consummation of the Offers.

Certain Brazilian Tax Considerations

The following discussion is a summary of the Brazilian tax considerations relating to the sale of the Notes by an investor resident or domiciled outside Brazil (“Non-Brazilian Holder”). The discussion is based on the tax laws of Brazil as in effect on the date of this Offer to Purchase and is subject to any change in Brazilian law that may come into effect after such date, as well as to the possibility that the effect of any such change in Brazilian law may be retroactive and apply to rights created on or prior to the date of this Offer to Purchase.

THE INFORMATION SET FORTH BELOW IS INTENDED TO BE A GENERAL DISCUSSION ONLY AND DOES NOT ADDRESS ALL POSSIBLE TAX CONSEQUENCES RELATING TO THE NOTES. HOLDERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS AS TO THE CONSEQUENCES OF THE RECEIPT OF INTEREST AND THE SALE, REDEMPTION OR REPAYMENT OF THE NOTES.

Payments and Gains Realized from Sale or Disposition of the Notes

Generally, a Non-Brazilian Holder is taxed in Brazil only when income is derived from Brazilian sources or gains are realized on the disposition of assets located in Brazil.

Capital gains realized on the disposition of assets located in Brazil by a Non-Brazilian Holder to another non-resident are subject to taxation in Brazil, according to Section 26 of Law No. 10,833, enacted December 29, 2003, and Section 18 of Law No. 9,249, enacted December 26, 1995. Based on the fact that the Notes are issued and registered abroad, they should not fall within the definition of assets located in Brazil for purposes of Law No. 10,833, regardless of the nationality of the Notes issuer. Hence, gains arising from the sale or disposition of the Notes made outside Brazil by a Non-Brazilian Holder in the context of the Offers should not be subject to Brazilian taxes.

However, considering the general and unclear scope of Law No. 10,833 and the absence of judicial guidance in respect thereof, we cannot assure that such interpretation will prevail in the courts of Brazil.

As a result, if the courts determine that the Notes are considered assets located in Brazil, gains recognized by a Non-Brazilian Holder arising from the sale or other disposition of the Notes to a non-resident of Brazil or a resident of Brazil will be subject to income tax in Brazil at a rate ranging from 15% to 22.5%. In case the Non-Brazilian Holder is located in a country or location that does not impose income tax or that imposes it at a maximum rate lower than 20%, or 17%, as the case may be, income tax will be levied at a rate of 25%.

THE DEALER MANAGERS; THE TENDER AND INFORMATION AGENT

The Dealer Managers

We have retained Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and PNC Capital Markets LLC to serve as the Dealer Managers in connection with the Offers. We will pay the Dealer Managers a customary fee for their services and reimburse the Dealer Managers for their reasonable out-of-pocket expenses. The obligations of the Dealer Managers to perform their functions are subject to various conditions. We have agreed to indemnify the Dealer Managers and their respective affiliates against certain liabilities in connection with their services, including liabilities under the federal securities laws. In the ordinary course of their business, the Dealer Managers and their affiliates have provided, and may in the future provide, commercial and/or investment banking and financial advisory services to the Offeror and its affiliates, for which they have in the past received, and may in the future receive, customary compensation from the Offeror and its affiliates.

The Dealer Managers and their respective affiliates are full-service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Dealer Managers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of the Notes or other securities/financial instruments of Embraer or its affiliates and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. In the ordinary course of business, the Dealer Managers and their respective affiliates may participate in loans and actively trade the securities of Embraer or its affiliates, including the Notes, for their own account or for the accounts of customers and, accordingly, the Dealer Managers and their respective affiliates may at any time hold long or short positions in such securities. The Dealer Managers or their affiliates, who have a lending relationship with Embraer, routinely hedge, may hedge or otherwise reduce, their credit exposure to Embraer, consistent with their customary risk management policies. Typically, these Dealer Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including the Notes. As a result, the Dealer Managers at any time may own certain of such securities, including Notes. In addition, the Dealer Managers may tender Notes into the Offers for their own account.

At any given time, the Dealer Managers and their affiliates may trade the Notes or other of our securities for their accounts or for the accounts of their customers and, accordingly, may hold a long or short position in the Notes. The Dealer Managers and their affiliates may also tender Notes pursuant to the Offers that they may hold or acquire, but are under no obligation to do so.

The Dealer Managers may contact Holders by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward materials relating to the Offers to beneficial holders. Questions regarding the terms of the Offers may be directed to the Dealer Managers at their addresses and telephone numbers listed on the back cover of this Offer to Purchase.

The Tender and Information Agent

D.F. King & Co., Inc. is acting as the Tender and Information Agent for the Offers. All deliveries, correspondence and questions sent or presented to the Tender and Information Agent relating to the Offers should be directed to its address or telephone numbers set forth on the back cover of this Offer to Purchase.

We will pay the Tender and Information Agent reasonable and customary compensation for its services in connection with the Offers, *plus* reimbursement for out-of-pocket expenses. We will indemnify the Tender and Information Agent against certain liabilities and expenses in connection therewith, including liabilities under the federal securities laws.

Questions regarding the procedures for tendering Notes and requests for additional copies of this Offer to Purchase and the Notice of Guaranteed Delivery should be directed to the Tender and Information Agent at its address and telephone number set forth on the back cover of the Offer to Purchase.

The Tender and Information Agent assumes no responsibility for the accuracy or completeness of the information concerning the Offers or us contained in, or incorporated by reference into, this Offer to Purchase or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

Solicitation

Directors, officers and regular employees of us and/or our affiliates (who will not be specifically compensated for such services), the Tender and Information Agent and the Dealer Managers may contact Holders by mail, telephone, or facsimile regarding the Offers and may request brokers, dealers, commercial banks, trust companies and other nominees to forward this Offer to Purchase, the Notice of Guaranteed Delivery and related materials to beneficial owners of Notes.

FEES AND EXPENSES

Tendering Holders of Notes purchased in the Offers will not be required to pay brokerage fees or commissions to the Dealer Managers, the Tender and Information Agent, or the Trustee or us or to pay transfer taxes with respect to the purchase of their Notes. However, beneficial owners of Notes that are held through a broker, dealer, commercial bank or other nominee may be charged a fee by such broker, dealer, commercial bank or other nominee for tendering Notes on such beneficial owners' behalf.

Brokers, dealers, commercial banks and trust companies will be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding material to their customers. We will not pay any fees or commissions to any broker, dealer or other person (other than the Dealer Managers and the Tender and Information Agent) in connection with the solicitation of tenders of Notes pursuant to the Offers.

Holders are advised to check with the broker, dealer, bank, custodian, trust company, or other nominee through which they hold their Notes as to the deadlines by which such intermediary would require receipt of instructions from Holders to participate in the Offers in accordance with the terms and conditions of the Offers as described in this Offer to Purchase in order to meet the deadlines set out above. The deadlines set by DTC or any such intermediary for the submission of tenders of Notes may be earlier than the relevant deadlines specified above.

MISCELLANEOUS

We are not aware of any jurisdiction where the making of the Offers is not in compliance with the laws of such jurisdiction. If we become aware of any jurisdiction where the making of the Offers would not be in compliance with such laws, we will make a good faith effort to comply with any such laws or seek to have such laws declared inapplicable to the Offers. If, after such good faith effort, we cannot comply with any such applicable laws, the Offers will not be made to (nor will tenders be accepted from or on behalf of) Holders residing in such jurisdiction.

None of the Dealer Managers, the Tender and Information Agent nor any of their respective directors, employees or affiliates assume any responsibility for the accuracy or completeness of the information concerning the Offers, the Offeror or any of its affiliates contained in this Offer to Purchase or for any failure by the Offeror to disclose events that may have occurred and may affect the significance or accuracy of such information.

No person has been authorized to give any information or make any representation on behalf of the Offeror that is not contained in this Offer to Purchase and, if given or made, such information or representation must not be relied upon as having been authorized by us, the Dealer Managers, the Tender and Information Agent or the Trustee.

None of the Offeror, the Dealer Managers, the Trustee, the Tender and Information Agent nor any of their respective affiliates makes any representation to any Holder as to whether or not to tender Notes. Holders must make their own decision as to whether to tender Notes.

ANNEX 1 – NOTICE OF GUARANTEED DELIVERY

Notice of Guaranteed Delivery relating to

**EMBRAER S.A.
OFFER TO PURCHASE FOR CASH ANY AND ALL
5.400% SENIOR UNSECURED GUARANTEED NOTES DUE 2027 ISSUED BY
EMBRAER NETHERLANDS FINANCE B.V.
(CUSIP NO.: 29082H AB8 / ISIN NO.: US29082HA B87)**

This notice of guaranteed delivery (“Notice of Guaranteed Delivery”) relates to the Any and All Offer (as defined below) being made by Embraer S.A. (“Embraer” or the “Offeror”). The Any and All Offer will expire at 5:00 p.m., New York City time, on February 11, 2025, unless extended or earlier terminated (such date and time with respect to the Any and All Offer, as the same may be extended, the “Any and All Expiration Date”). Any and All Notes (as defined below) may be withdrawn at any time on or prior to 5:00 p.m., New York City time, on February 11, 2025, unless extended, earlier terminated or except as described in the Offer to Purchase or as required by applicable law (such date and time with respect to the Any and All Offer, as the same may be extended, the “Any and All Withdrawal Date”), but not thereafter. The Any and All Offer is being made upon the terms and subject to the conditions set forth in the related Offer to Purchase dated February 5, 2025, and this Notice of Guaranteed Delivery. Capitalized terms used but not defined herein shall have the meanings given to them in the Offer to Purchase.

The Tender and Information Agent for the Any and All Offer is:

D.F. King & Co., Inc.

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, New York 10005
Email: embraer@dfking.com

Banks and Brokers call: +1 (212) 269-5550
Toll-free: +1 (800) 829-6554

Delivery of this Notice of Guaranteed Delivery to an address other than the one set forth above or transmission of instructions via facsimile to a number other than the facsimile number set forth above will not constitute a valid delivery to the Tender and Information Agent. The method of delivery of this Notice of Guaranteed Delivery and all other required documents to the Tender and Information Agent, including delivery through DTC and any acceptance or Agent’s Message transmitted through ATOP (as defined and described in the Offer to Purchase), is at the election and risk of Holders.

This Notice of Guaranteed Delivery is being provided in connection with the offer to purchase for cash (the “Any and All Offer”) any and all of the outstanding 5.400% Senior Unsecured Guaranteed Notes due 2027 by Embraer Finance (the “Any and All Notes”), upon the terms and subject to the conditions set forth in the Offer to Purchase and this Notice of Guaranteed Delivery.

The Any and All Notes may be tendered and accepted for payment only in Authorized Denominations. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Any and All Notes must continue to hold their Any and All Notes in Authorized Denominations.

If a Holder wishes to tender Any and All Notes and (i) such Holder cannot comply with the procedure for book-entry transfer on or prior to the Any and All Expiration Date, or (ii) such Holder cannot deliver any other required documents to the Tender and Information Agent by the Any and All Expiration Date, the Holder must tender its Any and All Notes according to the Guaranteed Delivery Procedures described in the Offer to Purchase. To comply with the Guaranteed Delivery Procedures, the Holder must: (I)(a)(1) properly complete and duly execute this Notice of Guaranteed Delivery; and (2) arrange for the Tender and Information Agent to receive the completed and signed Notice of Guaranteed Delivery on or prior to the Any and All Expiration Date; or (b) comply with ATOP’s procedures

applicable to guaranteed delivery on or prior to the Any and All Expiration Date; and (II) ensure that the Tender and Information Agent receives the book-entry confirmation of electronic delivery of the Any and All Notes, as the case may be, together with an Agent's Message, and all other required documents, no later than 5:00 p.m., New York City time, on the Guaranteed Delivery Date, expected to be on February 13, 2025, all as provided in the Offer to Purchase.

The Notice of Guaranteed Delivery may be delivered by facsimile transmission or mail or hand to the Tender and Information Agent and must include a guarantee by an eligible guarantor institution in the form set forth herein.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF THE ANY AND ALL NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN THE GUARANTEED DELIVERY DATE, WHICH IS EXPECTED TO BE 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 13, 2025, AND WHICH IN ANY CASE WILL BE TWO BUSINESS DAYS FOLLOWING THE ANY AND ALL EXPIRATION DATE; PROVIDED, THAT THE OFFEROR WILL NOT PAY ACCRUED INTEREST FOR ANY PERIODS FOLLOWING THE ANY AND ALL SETTLEMENT DATE IN RESPECT OF ANY OF THE ANY AND ALL NOTES ACCEPTED IN THE ANY AND ALL OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE, AND UNDER NO CIRCUMSTANCES WILL THE OFFEROR PAY ADDITIONAL INTEREST ON THE ANY AND ALL FINAL CONSIDERATION AFTER THE ANY AND ALL SETTLEMENT DATE BY REASON OF ANY DELAY IN THE GUARANTEED DELIVERY PROCEDURES.

THE METHOD OF DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY, THE ANY AND ALL NOTES AND ALL OTHER REQUIRED DOCUMENTS TO THE DEPOSITARY AND INFORMATION AGENT, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION AND RISK OF THE HOLDER TENDERING ANY AND ALL NOTES. IF SUCH DELIVERY IS MADE BY MAIL, IT IS SUGGESTED THAT THE HOLDER USE PROPERLY INSURED, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED AND THAT SUFFICIENT TIME BE ALLOWED TO ASSURE TIMELY DELIVERY.

The eligible guarantor institution (as defined below) that completes this form must communicate the guarantee to the Tender and Information Agent within the time period shown herein. Failure to do so could result in a financial loss to the related DTC participant.

Foreign Holders that want to tender using a guaranteed delivery process should contact their brokers, or the Tender and Information Agent.

Ladies and Gentlemen:

The undersigned represents that the undersigned owns and hereby tenders to the Offeror, upon the terms and subject to the conditions set forth in the Offer to Purchase and this Notice of Guaranteed Delivery, receipt of which is hereby acknowledged, the principal amount of Any and All Notes, set forth below, all pursuant to the Guaranteed Delivery Procedures set forth in the Offer to Purchase.

The undersigned understands that tenders of Any and All Notes pursuant to the Any and All Offer may not be withdrawn after the Any and All Withdrawal Date. Tenders of Any and All Notes may be withdrawn on or prior to the Any and All Withdrawal Date, as provided in the Offer to Purchase.

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

If the ATOP procedures are used, the related DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the related DTC participant will be bound by the terms of the Any and All Offer.

As more fully described in the Offer to Purchase, guaranteed deliveries will be required to be provided no later than the Guaranteed Delivery Date, which is expected to be 5:00 p.m., New York City time, on February 13, 2025, and which, in any case, will be two Business Days following the Any and All Expiration Date. The Offeror expects that the settlement date for Any and All Notes tenders pursuant to the Guaranteed Delivery Procedures will be within one Business Day following the Guaranteed Delivery Date, which will be February 14, 2025 (the "Guaranteed Delivery Settlement Date"). The Offeror will not pay accrued interest for any periods following the Any and All Settlement Date in respect of any of the Any and All Notes tendered in the Any and All Offer, including those tendered by the Guaranteed Delivery Procedures set forth herein and in the Offer to Purchase, and under no circumstances will additional interest be paid by the Offeror by reason of any delay in the Guaranteed Delivery Procedures.

Name of Series: _____

Aggregate Principal Amount of Notes Tendered: _____

DTC Participant Account Number(s): _____

Name(s) of Record Holder(s): _____

Address(es) (including Zip Code): _____

Transaction Code Number: _____

Date: _____, 2025

The Participant holds the Any and All Notes tendered through DTC on behalf of the following ("Beneficiary"): _____

Name and Tel. No. of Contact (if known) at the Beneficiary: _____

Area Code and Tel. No.: _____

Name of Authorized Signatory: _____

Capacity: _____

Address of Authorized Signatory: _____

Signature(s) of Authorized Signatory: _____

Date: _____, 2025

THE GUARANTEE ON THE REVERSE SIDE MUST BE COMPLETED.

GUARANTEE

(Not to be used for signature guarantee)

The undersigned, a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or an “eligible guarantor institution” (as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended) (each, an “Eligible Institution”), hereby (i) represents that the above-named persons are deemed to own the Any and All Notes tendered hereby, (ii) represents that such tender of Any and All Notes is being made by the guaranteed delivery procedures set forth in the Offer to Purchase, and (iii) guarantees that the Any and All Notes tendered hereby in proper form for transfer or confirmation of book-entry transfer of such Any and All Notes into the Tender and Information Agent’s account at the book-entry transfer facility, pursuant to the procedures set forth in “The Offers—Procedures for Tendering Notes—Guaranteed Delivery for Any and All Offer” in the Offer to Purchase, and any other required documents, will be received by the Tender and Information Agent at its address set forth above within the time period(s) indicated herein, as applicable.

The Eligible Institution that completes this form must communicate the guarantee to the Tender and Information Agent within the time period indicated herein. Failure to do so may result in financial loss to such eligible guarantor institution.

Name of Firm: _____

Authorized Signature: _____

Name: _____

Title: _____

(Please Type or Print)

Address: _____

Zip Code: _____

Area Code and Telephone Number(s): _____

Date: _____, 2025.

Schedule A

Formula for Determining the Any and All Total Consideration and the Capped Total Consideration and Accrued Interest

YLD	=	The Repurchase Yield expressed as a decimal number.
CPN	=	The contractual annual rate of interest payable on a Note expressed as a decimal number.
N	=	The number of scheduled semi-annual interest payments from, but not including, the applicable Settlement Date (or Capped Early Settlement Date, if applicable in the case of the Capped Offer) to, and including, the applicable maturity date or par call date, in accordance with standard market practice.
S	=	The number of days from and including the semi-annual interest payment date immediately preceding the applicable Settlement Date up to, but not including, such Settlement Date. The number of days is computed using the 30/360 day-count method.
Exp	=	Exponentiate. The term to the left of “exp” is raised to the power indicated by the term to the right of “exp.”
$\sum_{k=1}^n$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “K” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Accrued Interest	=	$US\$1,000(CPN)(S/360)$
Any and All Total Consideration and Capped Total Consideration	=	The price per US\$1,000 principal amount of a Note (excluding Accrued Interest). A tendering Holder will receive a total amount per US\$1,000 principal amount (rounded to the nearest cent) equal to the Any and All Total Consideration and the Capped Total Consideration, as applicable, <i>plus</i> Accrued Interest.

Formula for the Any and All Total Consideration and Capped Total Consideration, as applicable =

$$\left[\frac{US\$1,000}{(1 + YLD/2) \exp \left(N - \left(\frac{S}{180} \right) \right)} \right] + \sum_{k=1}^n \left[\frac{US\$1,000 (CPN/2)}{(1 + YLD/2) \exp \left(k - \frac{S}{180} \right)} \right] - \text{Accrued Interest}$$

Capped Early Tender Payment = \$50 per \$1,000

Capped Tender Consideration = Capped Total Consideration – Capped Early Tender Payment

Brokers, dealers, commercial banks, trust companies and other nominees will be reimbursed by the Tender and Information Agent, by application of funds provided by us, for customary mailing and handling expenses incurred by them in forwarding material to their customers. Embraer will pay all other fees and expenses attributable to the Offers, other than expenses incurred by Holders or beneficial owners of Notes.

The Tender and Information Agent for the Offers is:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, New York 10005
E-mail: embraer@dfking.com
Toll Free: +1 (800) 829-6554
Collect: +1 (212) 269-5550

Any questions or requests for assistance or for additional copies of this Offer to Purchase may be directed to the Tender and Information Agent at its e-mail address or one of its telephone numbers above.

The Dealer Managers for the Offers are:

Citigroup Global Markets Inc.
388 Greenwich Street, 4th floor
New York, New York 10013
U.S. Toll Free: +1 (800) 558-3745
U.S. Collect: +1 (212) 723-6106
E-mail: ny.liabilitymanagement@citi.com
Attention: Liability Management Group

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282
Attention: Liability Management
Group
Toll-Free: +1 (800) 828-3182
Collect: +1 (212) 357-1452

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Toll Free: +1 (866) 834-4666
Collect: +1 (212) 834-3554
+55 11 4950 3312
Attn: Liability Management Group

Morgan Stanley & Co. LLC
1585 Broadway, 4th Floor
New York, New York 10019
United States
Attn: Global Debt Advisory Group
Toll Free: +1 (800) 624-1808
Collect: +1 (212) 761-1057

PNC Capital Markets LLC
340 Madison Avenue, 11th Floor
New York, New York 10173
United States
Attn: Syndicate
Toll Free: +1 (855) 881-0697
E-mail: secsett@pnc.com