

EXHIBIT A

Subscription Agreement for Series A-2 Preferred Stock (Reg D)

HEVO INC.

SUBSCRIPTION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(2) AND RULE 506(C) OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THE OFFERING IS BEING MADE ONLY TO PERSONS WHO ARE “ACCREDITED INVESTORS,” AS THAT TERM IS DEFINED IN RULE 501(A) UNDER THE SECURITIES ACT, AND WHO HAVE PROVIDED, OR WILL PROVIDE, SUFFICIENT VERIFICATION OF THEIR ACCREDITED STATUS AS REQUIRED BY RULE 506(C). THE SECURITIES ARE SUBJECT TO SIGNIFICANT RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR AN AVAILABLE EXEMPTION THEREFROM. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT WITHOUT A CHANGE IN THEIR LIFESTYLE.

THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS PURSUANT TO REGULATION S UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. DURING THE ONE-YEAR DISTRIBUTION COMPLIANCE PERIOD (OR SUCH LONGER PERIOD AS MAY BE REQUIRED UNDER APPLICABLE LAW), THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY “U.S. PERSON” (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OR AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE ISSUER WILL NOT REGISTER ANY TRANSFER OF THESE SECURITIES THAT IS NOT MADE IN COMPLIANCE WITH THE FOREGOING RESTRICTIONS.

The Board of Directors of:

HEVO Inc.
117 8th St.
Brooklyn, NY 11215

1. **Background.** The undersigned understands that HEVO Inc., a Delaware corporation (the “*Company*”), is conducting a private offering of its securities (the “*Offering*”) under

Section 4(a)(2) of the Securities Act of 1933, as amended (the “*Securities Act*”) and Rule 605(c) of Regulation D promulgated thereunder. This Offering is being made solely to persons who qualify as “accredited investors,” as that term is defined in Rule 501(a) of Regulation D, and who provide, or will provide, sufficient verification of their accredited investor status as required by Rule 506(c). The Offering is being conducted through OpenDeal Broker LLC and the Republic Platform (collectively, the “**Platform**”), and the information and offering materials relating to the Offering are available on the Platform’s website, as the same may be amended or supplemented from time to time (the “**Offering Materials**”).

2. The Company is offering to both accredited and non-accredited investors up to 2,501,125 shares of its Series A-2 Preferred Stock, \$0.00001 par value per Share (each a “*Share*” and, collectively, the “*Shares*” or “*Securities*”) at a purchase price of \$1.99 per Share.
3. No fractional Shares shall be issuable and the number of Shares to be issued shall be rounded down to the nearest whole Share.
4. The Purchase Price per Share reflects a pre-money valuation of \$60,000,000.
5. The maximum amount to be raised in the Offering is \$5,000,000 (the “**Maximum Offering Amount**”). The Company is offering the Shares to prospective investors through OpenDeal Broker LLC (the “*Broker*”), a registered broker-dealer and member of the Financial Industry Regulatory Authority (“*FINRA*”), operating the Republic Platform. The Company will pay the Broker a commission equal to 6 % of gross monies raised in the Offering, together with certain fees and expense reimbursements as described in the Offering Materials. Investors should carefully review the Offering Materials, which are available on the Platform’s website at <https://republic.com>.
6. **Subscription.**
 - a. *Terms.* Subject to the terms of this Subscription Agreement (the “**Agreement**”) and the Offering Materials, the undersigned hereby subscribes to purchase the number of Shares equal to the quotient of the undersigned’s subscription amount as indicated through the Broker’s Platform divided by the Purchase Price and shall pay the aggregate Purchase Price in the manner specified in Offering Materials and as per the directions of the Platform through the Broker’s website. Such subscription shall be deemed to be accepted by the Company only when this Agreement is countersigned on the Company’s behalf. No investor may subscribe for a Share in the Offering after the Offering campaign deadline as specified in the Offering Materials and on the Platform’s website (the “**Offering Deadline**”).
 - b. *Acceptance.* It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among subscribers. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who

is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction (collectively referred to as the “*State Securities Laws*”).

- c. *Payment.* Payment for the Securities shall be received by the Company from the undersigned by wire transfer of immediately available funds or other means approved by the Company, processed through the Broker’s qualified third-party, at or prior to the Closing, for the aggregate Purchase Price for the number of Shares such Subscriber is purchasing.
7. **Closing.**
- a. *Closing.* Subject to Section 3(b), the closing of the sale and purchase of the Shares pursuant to this Agreement (the “*Closing*”) shall take place through the Platform within five (5) Business Days after the Offering Deadline (the “*Closing Date*”).
 - b. *Closing Conditions.* The Closing is conditioned upon satisfaction of all the following conditions:
 - i. at the time of the Closing, the Company shall have received into the escrow account established with the Platform and the escrow agent in cleared funds, and is accepting, subscriptions for Shares;
 - ii. and
 - iii. the representations and warranties of the Company contained in Section 7 hereof and of the undersigned contained in Section 5 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.
8. **Termination of the Offering; Other Offerings.** The undersigned understands that the Company may terminate the Offering at any time. The undersigned further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this Offering.
9. **Subscriber Representations (Reg D).** The undersigned represents and warrants to the Company and the Company’s agents as follows:
- a. The undersigned understands and accepts that the purchase of the Shares involves various risks, including the risks outlined in the Offering Materials, and in this Agreement. The undersigned can bear the economic risk of this investment and can afford a complete loss thereof; the undersigned has sufficient liquid assets to pay the full purchase price for the Shares; and the undersigned has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the undersigned’s investment in the Company.
 - b. The undersigned acknowledges that at no time has it been expressly or implicitly represented, guaranteed or warranted to the undersigned by the Company or any other person that a percentage of profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Shares.
 - c. The undersigned has received and reviewed a copy of the Offering Materials. With respect to information provided by the Company, the undersigned has relied solely

on the information contained in the Offering Materials to make the decision to purchase the Shares.

- d. The undersigned confirms that it is not relying and will not rely on any communication (written or oral) of the Company, the Platform, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Shares. It is understood that information and explanations related to the terms and conditions of the Shares provided in the Offering Materials or otherwise by the Company, the Broker or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Shares, and that neither the Company, the Broker nor any of their respective affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Shares. The undersigned acknowledges that neither the Company, the Broker nor any of their respective affiliates have made any representation regarding the proper characterization of the Shares for purposes of determining the undersigned's authority or suitability to invest in the Shares.
- e. The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Offering Materials. The undersigned has had access to such information concerning the Company and the Shares as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Shares.
- f. The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.
- g. The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Agreement shall thereafter have no force or effect and the Company shall return any previously paid subscription price of the Shares, without interest thereon, to the undersigned.
- h. The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Shares or made any finding or determination concerning the fairness or advisability of this investment.
- i. The undersigned confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of investment in the Shares or (ii) made any representation to the undersigned regarding the legality of an investment in the Shares under applicable legal investment or similar laws or regulations. In deciding to purchase the Shares, the undersigned is not relying on the advice or recommendations of the Company, the Broker or any of their respective affiliates, and the undersigned has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Shares is suitable and appropriate for the undersigned. The undersigned acknowledges that any projections,

forecasts, or estimates provided by the Company or through the Platform are speculative and based on assumptions that may not be realized.

- j. The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Shares. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Shares and the consequences of this Agreement. The undersigned has considered the suitability of the Shares as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Shares and its authority to invest in the Shares. The undersigned confirms that they have received all the information they consider necessary or appropriate for deciding whether to purchase the Shares and have had the opportunity to ask questions and receive answers from the Company (through the Platform) regarding the terms and conditions of the Offering and the business, operations, and financial condition of the Company. The undersigned acknowledges that they have read and understand the risk factors related to the investment as outlined in the Offering Materials.
- k. The undersigned acknowledges that they have been advised to consult with their own tax advisor regarding the tax consequences of the investment and that the Company or the Broker or any of their affiliates or representatives have not provided any tax advice.
- l. The undersigned is acquiring the Shares solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Shares. The undersigned understands that the Shares have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information provided by the undersigned to the Company or the Broker) for the purpose of determining whether this transaction meets the requirements for such exemptions.

- m. The undersigned understands that the Shares are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that the undersigned may dispose of the Shares only pursuant to an effective registration statement under the Securities Act, or an exemption therefrom, after which certain state restrictions may apply. The undersigned understands that the Company has no obligation or intention to register any of the Shares, or to take action so as to permit sales pursuant to the Securities Act. Even if and when the Shares become freely transferable, a secondary or public market in the Shares may not develop. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Shares for an indefinite period of time.
- n. The undersigned agrees that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Shares or any interest therein or make any offer or attempt to do any of the foregoing. The undersigned acknowledges that any breach of this provision may result in the initiation of appropriate legal proceedings against the undersigned.
- o. **Non-U.S. Persons; Regulation S.** If the undersigned is not a “U.S. Person” (as defined in the Securities Act, the undersigned hereby represents and warrants to the Company as follows:
 - i. The undersigned is not a U.S. Person and is located outside the United States at the time of both (a) the offer to purchase the Shares and (b) the execution and delivery of this Subscription Agreement;
 - ii. The undersigned was not offered the Shares in the United States and did not receive any offer or solicitation to purchase the Shares while physically present in the United States;
 - iii. The undersigned is acquiring the Shares for its own account for investment purposes and not with a view to, or for resale or distribution to, any U.S. Person or within the United States;
 - iv. The undersigned understands and agrees that the Shares have not been and will not be registered under the Securities Act and may not be offered, sold, pledged, or otherwise transferred in the United States or to, or for the account or benefit of, any U.S. Person (as defined in Regulation S) during the one-year distribution compliance period (or such longer period as may be required under applicable law) except pursuant to registration under the Securities Act or an available exemption therefrom; and
 - v. The undersigned will not engage in any “directed selling efforts” (as defined in Regulation S) in the United States with respect to the Shares and will

comply with the transfer restrictions applicable to the Shares under Regulation S.

- vi. The undersigned has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares, including any governmental or other consents that may need to be obtained, and the income-tax and other tax consequences, if any, that may be relevant to the purchase, holding, or transfer of the Shares.
- p. **Accredited Investor Status; Verification.** If the undersigned is a “U.S. Person,” the undersigned represents and warrants that it is an “accredited investor,” as that term is defined in Rule 501(a) of Regulation D under the Securities Act. The undersigned has truthfully completed any investor questionnaire or verification form requested by the Company, the Broker, or their respective agents or service providers, and agrees to provide such additional information, documentation, and written confirmations as may be reasonably requested to verify the undersigned’s accredited-investor status for purposes of Rule 506(c). The undersigned understands that the Company’s acceptance of this subscription is expressly conditioned upon the Company’s satisfactory verification of the undersigned’s accredited-investor status.

10. HIGH RISK INVESTMENT. THE UNDERSIGNED UNDERSTANDS THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK. The undersigned acknowledges that (a) any projections, forecasts or estimates as may have been provided to the undersigned are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the “IRS”), audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the undersigned has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment.

11. **Company Representations.** The undersigned understands that upon issuance of to the undersigned of any Shares, the Company will be deemed to have made following representations and warranties to the undersigned as of the date of such issuance:
- a. *Corporate Power.* The Company has been duly incorporated as a corporation under the laws of the State of Delaware and, has all requisite legal and corporate power and authority to conduct its business as currently being conducted and to issue and sell the Shares to the undersigned pursuant to this Agreement.
 - b. *Enforceability.* This Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent

conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

- c. *Valid Issuance.* The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement and the Offering Materials, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Agreement, the Amended and Restated Articles of Incorporation and Bylaws of the Company, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.
 - d. *No Conflict.* The execution, delivery and performance of and compliance with this Agreement and the issuance of the Shares will not result in any violation of, or conflict with, or constitute a default under, the Company's Amended and Restated Articles of Incorporation and Bylaws, as amended, and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company. If any such violations, conflicts, or defaults occur, it is the responsibility of the Company to resolve the issue immediately. The Company acknowledges that the Broker, and any of its affiliates, or any member, manager, or employee thereof, shall not be liable in connection with such violations, conflicts, or defaults.
12. **Indemnification**. The undersigned agrees to indemnify and hold harmless the Company and its directors, officers and agents (including legal counsel) from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) that they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of the undersigned's representations and warranties contained herein.
13. **Market Stand-Off**. If so requested by the Company or any representative of the underwriters (the "*Managing Underwriter*") in connection with any underwritten or Regulation A+ offering of securities of the Company under the Securities Act, the undersigned (including any successor or assign) shall not sell or otherwise transfer any Shares or other securities of the Company during the 30- day period preceding and the 270- day period following the effective date of a registration or offering statement of the Company filed under the Securities Act for such public offering or Regulation A+ offering or underwriting (or such shorter period as may be requested by the Managing Underwriter and agreed to by the Company) (the "*Market Standoff Period*"). The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Standoff Period.

14. General Provisions

- a. *Obligations Irrevocable.* Following the Closing, the obligations of the undersigned shall be irrevocable.
- b. *Legend.* The certificates, book entry or other form of notation representing the Shares sold pursuant to this Subscription Agreement will be notated with a legend or designation, which communicates in some manner that the Shares have not been registered under the Securities Act of 1933, as amended, and may not be offered, sold, assigned, transferred, pledged, or otherwise disposed of except pursuant to an effective registration statement or an exemption from registration under the Securities Act and applicable state securities laws.
- c. *Notices.* All notices or other communications given or made hereunder shall be in writing and shall be mailed, by registered or certified mail, return receipt requested, postage prepaid or otherwise actually delivered, to the undersigned's address provided to the Broker or to the Company at the address set forth at the beginning of this Agreement, or such other place as the undersigned or the Company from time to time designate in writing.
- d. *Governing Law.* Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Delaware without regard to the principles of conflicts of laws.
- e. *Arbitration.* Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved by arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration shall be conducted by a single arbitrator in the city of the Company's principal place of business, applying Delaware law. Each party shall bear its own costs and expenses, including legal fees, unless the arbitrator awards costs to the prevailing party. The arbitration proceedings and any related information shall remain confidential, except as required by law or to enforce an award. The arbitrator's decision shall be final and binding, with judgment enforceable in any competent court. By agreeing to arbitration, the parties waive their right to a jury trial, except for seeking provisional remedies or injunctive relief in court to protect rights pending arbitration.
- f. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.
- g. *Waiver, Amendment.* Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
- h. *Waiver of Jury Trial.* THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.
- i. *Invalidity of Specific Provisions.* If any provision of this Agreement is held to be

illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

- j. *Titles and Subtitles.* The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- k. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- l. *Electronic Execution and Delivery.* A digital reproduction, portable document format (“*.pdf*”) or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.
- m. *Binding Effect.* The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- n. *Survival.* All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Offering Materials which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.
- o. *Notification of Changes.* The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Shares pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this agreement as of _____.

Number of Shares: _____

Aggregate Purchase Price: _____

COMPANY:

HEVO, Inc

By: _____

Name: Jeremy McCool

Title: Chairman & CEO

Read and Approved (For IRA Use Only):

SUBSCRIBER:

By: _____

By: _____

Name: _____

Title: _____

The Subscriber is an “accredited investor” as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

Please indicate Yes or No by checking the appropriate box:

Accredited

Not Accredited

SCHEDULE A
INVESTOR-SPECIFIC TERMS

(To Subscription Agreement for Series A-2 Preferred Stock of HEVO Inc.)

This Schedule A supplements and forms an integral part of the Subscription Agreement (the “Agreement”) entered into by and between the undersigned investor (the “Investor”) and HEVO Inc., a Delaware corporation (the “Company”) for the purchase of shares of the Company’s Series A-2 Preferred Stock (the “Shares”).

Capitalized terms used in this Schedule A and not defined herein shall have the meanings given to them in the Agreement.

1. Class Designation and Pricing. The Shares subscribed to under the Agreement represent Series A-2 Preferred Stock of the Company, issued at a price per share of \$1.99, reflecting a pre-money valuation of \$60,000,000 (“Tier 01 Pricing”).

2. Conversion of SAFEs (As Applicable). If this investment constitutes a conversion of a previously issued Simple Agreement for Future Equity (“SAFE”) held by the Investor, such conversion shall occur in accordance with the terms of the SAFE, the Amended and Restated Certificate of Incorporation of the Company, and the conversion procedures adopted by the Company’s Board of Directors. Upon conversion, Investor shall receive the number of Shares determined by applying the SAFE's conversion formula to this Tier 01 Pricing.

3. Investor Acknowledgement. By signing the Agreement to which this Schedule A is attached, the Investor acknowledges and agrees to the terms herein.

HEVO INC.
AMENDED AND RESTATED VOTING AGREEMENT

THIS VOTING AGREEMENT (this “**Agreement**”), is made and entered into as of this _____, 2025, among HEVO, Inc., a Delaware corporation (the “**Company**”), each holder of the Company’s Series A-1 Preferred Stock and Series A-2 Preferred Stock, \$0.0001 par value per share, (collectively, the “**Preferred Stock**”) listed on Schedule A (together with any subsequent investors, or transferees, who become parties hereto as “**Investors**” pursuant to Subsections 7.1(a) or 7.2 below, the “**Investors**”), and those certain holders of the Company’s Voting Common Stock (together with any subsequent stockholders, or any transferees, who become parties hereto as “**Voting Common Stockholders**” pursuant to Subsections 7.1(b) or 7.2 below, the “**Voting Common Stockholders**,” and together with the **Investors**, the “**Stockholders**”).

RECITALS

WHEREAS, concurrently with the execution of this Agreement, the Company and the **Investors** are entering into a Series A-2 Preferred Stock financing round (the “**Financing**”), and in connection with that agreement, the parties desire to amend and restate the existing Voting Agreement dated April 27, 2020, to provide updated voting requirements regarding the makeup of the board of directors of the Company (the “**Board**”) and other matters in accordance with the terms of this Agreement;

WHEREAS, the Company has authorized three classes of Preferred Stock, designated as Series A-1 Preferred Stock and Series A-2 Preferred Stock, and has updated the Company’s certificate of incorporation to reflect such classes and related rights;

NOW, THEREFORE, the parties agree as follows:

1. ***Voting Provisions Regarding the Board.***

1.1 Size of the Board. The Company and each Stockholder agree to take all necessary and appropriate actions, including voting all Shares now or hereafter owned by them, to ensure that the Board of Directors of the Company consists of up to three (3) directors, structured as follows:

(a) The Board shall initially consist of two (2) directors:

(i) One (1) individual designated by the holders of a majority of the outstanding shares of Voting Common Stock and Super Voting Common Stock, voting together as a separate class (the “**Founder Designee**”); and

(ii) One (1) individual designated by the holders of a majority of the outstanding shares of Preferred Stock, voting as a single class on an as-converted basis (the “**Investor Designee**”).

(b) In the event of a deadlock between the Founder Designee and the Investor Designee on any matter requiring Board approval, either director may propose the appointment of a third, independent director (the “**Independent Director**”) to break such deadlock. The

Independent Director shall be appointed only upon the mutual written agreement of the Founder Designee and the Investor Designee. Upon such appointment, the Board of Directors shall increase to three (3) members, and the Independent Director shall serve until removed by mutual agreement of the other two directors or as otherwise provided in the Bylaws.

1.2 Board Composition.

(a) Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the following persons shall be elected to the Board:

(i) One person designated by the holders of a majority of the Voting Common Stock and Super Voting Common Stock, voting together as a class;

(ii) One person designated by the holders of a majority of the Preferred Stock, voting as a single class on an as-converted basis.

(b) In the event of a deadlock between the Founder Designee and the Investor Designee on any matter requiring Board approval, either director may propose the appointment of a third, independent director (the “**Independent Director**”) to break such deadlock. The Independent Director shall be appointed only upon the mutual written agreement of the Founder Designee and the Investor Designee. Upon such appointment, the Board of Directors shall increase to three (3) members, and the Independent Director shall serve until removed by mutual agreement of the other two directors or as otherwise provided in the Bylaws.

(c) For purposes of this Agreement, an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity (collectively, a “**Person**”) shall be deemed an “**Affiliate**” of another Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

1.3 Failure to Designate a Board Member. In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving shall be reelected if still eligible and willing to serve as provided herein and otherwise, such Board seat shall remain vacant.

1.4 Removal of Board Members. Each Stockholder also agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that:

(a) no director elected pursuant to Section 1.2 may be removed from office unless (i) such removal is directed or approved by the affirmative vote of the Person(s), or of the holders of at least a majority of the shares of stock, entitled under Section 1.2(a) to designate that director; or (ii) the Person(s) originally entitled to designate or approve such director pursuant to Section 1.2(a) is no longer so entitled;

(b) any vacancies created by the resignation, removal or death of a director elected pursuant to Subsections 1.2 or 1.3 shall be filled pursuant to the provisions of this Section 1; and

(c) upon the request of any party entitled to designate a director as provided in Subsections 1.2(a) or 1.2(b) to remove such director, such director shall be removed.

1.5 Written Consents. All Stockholders agree to execute any written consents required to perform the obligations of this Section 1, and the Company agrees at the request of any Person or group entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors.

1.6 No Liability for Election of Recommended Directors. No Stockholder, nor any Affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

1.7 No “Bad Actor” Designees. Each Person with the right to designate or participate in the designation of a director as specified above hereby represents and warrants to the Company that, to such Person’s knowledge, none of the “bad actor” disqualifying events described in Rule 506(d)(1)(i)-(viii) under the Securities Act of 1933, as amended (the “**Securities Act**”) (each, a “**Disqualification Event**”), is applicable to such Person’s initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a “**Disqualified Designee**”. Each Person with the right to designate or participate in the designation of a director as specified above hereby covenants and agrees (A) not to designate or participate in the designation of any director designee who, to such Person’s knowledge, is a Disqualified Designee and (B) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

1.8 Consent to Founder Share Exchange. Each Stockholder hereby approves and consents to the exchange by Jeremy McCool, the Company’s Founder, of some or all of his shares of Voting Common Stock for an equal number of shares of Super Voting Common Stock, having such voting rights and preferences as are described in the Company’s Amended and Restated Certificate of Incorporation. Such consent shall be automatic and irrevocable upon execution of this Agreement, and no further action shall be required by any Stockholder to give effect to such exchange.

1.9 Vote to Increase Authorized Common Stock. Each Stockholder agrees to vote or cause to be voted all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Series A-1 Preferred Stock, and Series A-2 Preferred Stock outstanding at any given time.

2. ***Drag-Along Right.***

2.1 **Definitions.** A “***Sale of the Company***” shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a “***Stock Sale***”); or (b) a transaction that qualifies as a “***Deemed Liquidation Event***” as defined in the Company’s Amended and Restated Certificate of Incorporation, as amended from time to time (the “***Certificate***”).

2.2 **Actions to be Taken.** In the event that (i) the holders of at least a majority of the shares of Common Stock then issued or issuable upon conversion of the shares of **Series A Preferred Stock** (including Series A-1 and Series A-2 Preferred Stock) (the “***Selling Investors***”); (ii) the Board; and (iii) the holders of a majority of the then outstanding shares of Common Stock (other than those issued or issuable upon conversion of the shares of Series A Preferred Stock) voting as a separate class (collectively, (i)-(iii) are the “***Electing Holders***”) approve a Sale of the Company in writing, specifying that this Section 3 shall apply to such transaction, then, subject to satisfaction of each of the conditions set forth in Subsection 3.3 below, each Stockholder and the Company hereby agree:

(a) if such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together with any related amendment or restatement to the Restated Certificate required to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(b) if such transaction is a Stock Sale, to sell the same proportion of shares of capital stock of the Company beneficially held by such Stockholder as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Shares, and, except as permitted in Subsection 3.3 below, on the same terms and conditions as the other stockholders of the Company;

(c) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Investors in order to carry out the terms and provision of this Section 3, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(d) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(e) to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company or (ii); asserting any claim or commencing any suit (x) challenging the Sale of the Company or this Agreement, or (y) alleging a breach of any fiduciary duty of the Selling Investors or any affiliate or associate thereof (including, without limitation, aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Sale of the Company, or the consummation of the transactions contemplated thereby;

(f) if the consideration to be paid in exchange for the Shares pursuant to this Section 3 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "*Securities Act*"), the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and

(g) in the event that the Selling Investors, in connection with such Sale of the Company, appoint a stockholder representative (the "*Stockholder Representative*") with respect to matters affecting the Stockholders under the applicable definitive transaction agreements following consummation of such Sale of the Company, (x) to consent to (i) the appointment of such Stockholder Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Stockholder's pro rata portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Stockholder Representative in connection with such Stockholder Representative's services and duties in connection with such Sale of the Company and its related service as the representative of the Stockholders, and (y) not to assert any claim or commence any suit against the Stockholder Representative or any other Stockholder with respect to any action or inaction taken or failed to be taken by the Stockholder Representative, within the scope of the Stockholder Representative's authority, in connection with its service as the Stockholder Representative, absent fraud, bad faith, gross negligence or willful misconduct.

2.3 Conditions. Notwithstanding anything to the contrary set forth herein, a Stockholder will not be required to comply with Subsection 3.2 above in connection with any proposed Sale of the Company (the "*Proposed Sale*"), unless:

(a) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to,

representations and warranties that (i) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and are enforceable (subject to customary limitations) against the Stockholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Stockholder in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Stockholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Stockholder;

(b) such Stockholder is not required to agree (unless such Stockholder is a Company officer or employee) to any restrictive covenant in connection with the Proposed Sale (including without limitation any covenant not to compete or covenant not to solicit customers, employees or suppliers of any party to the Proposed Sale);

(c) such Stockholder and its affiliates are not required to amend, extend or terminate any contractual or other relationship with the Company, the acquirer or their respective affiliates, except that the Stockholder may be required to agree to terminate the investment-related documents between or among such Stockholder, the Company and/or other stockholders of the Company;

(d) the Stockholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any of identical representations, warranties and covenants provided by all stockholders);

(e) liability shall be limited to such Stockholder's applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Restated Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder; and

(f) upon the consummation of the Proposed Sale (i) each holder of each class or series of the capital stock of the Company will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (ii) each holder of a series of Series A Preferred Stock will receive the same amount of consideration per share of such series of Series A Preferred Stock as is received by other holders in respect of their shares of such same series, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) unless waived pursuant to the terms of the Restated Certificate and as may be required by law, the aggregate consideration receivable by all holders of the Series A Preferred Stock and Common Stock shall be allocated among the holders of Series A Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Series A Preferred Stock and the

holders of Common Stock are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Company's Certificate of Incorporation in effect immediately prior to the Proposed Sale; provided, however, that, notwithstanding the foregoing provisions of this Subsection 3.3(f), if the consideration to be paid in exchange for the Stockholder's Shares, pursuant to this Subsection 3.3(f) includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Stockholder's Shares, which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Stockholder's Shares.

2.4 Restrictions on Sales of Control of the Company. No Stockholder shall be a party to any Stock Sale unless (a) all holders of Series A Preferred Stock are allowed to participate in such transaction(s) and (b) the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Company's Certificate of Incorporation in effect immediately prior to the Stock Sale (as if such transaction(s) were a Deemed Liquidation Event), unless the holders of at least the requisite percentage required to waive treatment of the transaction(s) as a Deemed Liquidation Event pursuant to the terms of the Restated Certificate, elect to allocate the consideration differently by written notice given to the Company at least thirty (30) days prior to the effective date of any such transaction or series of related transactions.

3. ***Liquidation Preference.***

3.1 Consent to Liquidation Preference Adjustment of Series A-1 Preferred Stock. Each Investor who is a holder of Series A-1 Preferred Stock hereby consents to the amendment of the Company's Amended and Restated Certificate of Incorporation to revise the liquidation preference of the Series A-1 Preferred Stock to equal a 1x non-participating preference, *pari passu* with the liquidation preference of the Series A-2 Preferred Stock. Such consent shall be binding upon execution of this Agreement and shall require no further action by any Investor.

4. ***Remedies.***

4.1 Covenants of the Company. The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination and election of the directors as provided in this Agreement.

4.2 Irrevocable Proxy and Power of Attorney. Each party to this Agreement hereby constitutes and appoints as the proxies of the party and hereby grants a power of attorney to the a stockholder designated by the Board, and a designee of the Selling Investors, and each of them, with full power of substitution, with respect to votes to increase authorized shares pursuant to Section 2 hereof and votes regarding any Sale of the Company pursuant to Section 3 hereof, and

hereby authorizes each of them to represent and vote, if and only if the party (i) fails to vote, or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such party's Shares in favor of the election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or the increase of authorized shares or approval of any Sale of the Company pursuant to and in accordance with the terms and provisions of Sections 2 and 3, respectively, of this Agreement or to take any action reasonably necessary to effect Sections 2 and 3, respectively, of this Agreement. The power of attorney granted hereunder shall authorize such designee to execute and deliver the documentation referred to in Section 3.2(c) on behalf of any party failing to do so within five (5) business days of a request by the Company. Each of the proxy and power of attorney granted pursuant to this Section 5.2 is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 6 hereof. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 6 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

4.3 Specific Enforcement. Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

4.4 Remedies Cumulative. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5. ***Term***. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the Company's first underwritten public offering of its Common Stock (other than a registration statement relating either to the sale of securities to employees of the Company pursuant to its stock option, stock purchase or similar plan or an SEC Rule 145 transaction); (b) the consummation of a Sale of the Company and distribution of proceeds to or escrow for the benefit of the Stockholders in accordance with the Certificate, provided that the provisions of Section 3 hereof will continue after the closing of any Sale of the Company to the extent necessary to enforce the provisions of Section 3 with respect to such Sale of the Company; (c) termination of this Agreement in accordance with Subsection 7.8 below.

6. *Miscellaneous.*

6.1 Additional Parties.

(a) Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Series A Preferred Stock after the date hereof, as a condition to the issuance of such shares the Company shall require that any purchaser of such shares become a party to this Agreement by executing and delivering (i) the Adoption Agreement attached to this Agreement as Exhibit A, or (ii) a counterpart signature page hereto agreeing to be bound by and subject to the terms of this Agreement as an Investor and Stockholder hereunder. In either event, each such person shall thereafter be deemed an Investor and Stockholder for all purposes under this Agreement.

(b) In the event that after the date of this Agreement, the Company enters into an agreement with any Person to issue shares of capital stock to such Person (other than to a purchaser of Series A Preferred Stock described in Subsection 7.1(a) above), following which such Person shall hold Shares constituting one percent (1%) or more of the then outstanding capital stock of the Company (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised and/or converted or exchanged), then, the Company shall cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing an Adoption Agreement in the form attached hereto as Exhibit A, agreeing to be bound by and subject to the terms of this Agreement as a Stockholder and thereafter such person shall be deemed a Stockholder for all purposes under this Agreement.

6.2 Transfers. Each transferee or assignee of any Shares subject to this Agreement shall continue to be subject to the terms hereof, and, as a condition precedent to the Company's recognition of such transfer, each transferee or assignee shall agree in writing to be subject to each of the terms of this Agreement by executing and delivering an Adoption Agreement substantially in the form attached hereto as Exhibit A. Upon the execution and delivery of an Adoption Agreement by any transferee, such transferee shall be deemed to be a party hereto as if such transferee were the transferor and such transferee's signature appeared on the signature pages of this Agreement and shall be deemed to be an Investor and Stockholder, or Voting Common Stockholder and Stockholder, as applicable. The Company shall not permit the transfer of the Shares subject to this Agreement on its books or issue a new certificate representing any such Shares unless and until such transferee shall have complied with the terms of this Subsection 7.2.

6.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.4 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.7 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A hereto, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 7.7.

(b) Consent to Electronic Notice. Each Stockholder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "*DGCL*"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number set forth below such Stockholder's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted Electronic Notice shall be ineffective and deemed to not have been given. Each Stockholder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

6.8 Consent Required to Amend, Modify, Terminate or Waive. This Agreement may be amended, modified or terminated (other than pursuant to Section 6) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company; (b) the Voting Common Stockholders holding a majority of the Shares then held by the Voting Common Stockholders who are then providing services to the Company as officers, employees or consultants; and (c) the holders of a majority of the shares of Common Stock issued or issuable upon conversion of the shares of Series A Preferred Stock held by the Investors (voting together as a single class). Notwithstanding the foregoing:

(a) this Agreement may not be amended, modified or terminated and the observance of any term of this Agreement may not be waived with respect to any Stockholder without the written consent of such Stockholder unless such amendment, modification, termination

or waiver applies to all Stockholders in the same fashion;

(b) the provisions of Subsection 1.2(b) and this Subsection 7.8(c) may not be amended, modified, terminated or waived without the written consent of holders of a majority of the outstanding shares of Common Stock;

(c) the consent of the Voting Common Stockholders shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination, or waiver either (A) is not directly applicable to the rights of the Voting Common Stockholders hereunder; or (B) does not adversely affect the rights of the Voting Common Stockholders in a manner that is different than the effect on the rights of the other parties hereto;

(d) Schedules A hereto may be amended by the Company from time to time in accordance with Subsection 1.3 of the Purchase Agreement to add information regarding additional Purchasers (as defined in the Purchase Agreement) without the consent of the other parties hereto; and

(e) any provision hereof may be waived by the waiving party on such party's own behalf, without the consent of any other party.

The Company shall give prompt written notice of any amendment, modification, termination, or waiver hereunder to any party that did not consent in writing thereto. Any amendment, modification, termination, or waiver effected in accordance with this Subsection 7.8 shall be binding on each party and all of such party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, modification, termination or waiver. For purposes of this Subsection 7.8, the requirement of a written instrument may be satisfied in the form of an action by written consent of the Stockholders circulated by the Company and executed by the Stockholder parties specified, whether or not such action by written consent makes explicit reference to the terms of this Agreement.

6.9 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default previously or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Entire Agreement. This Agreement (including the Exhibits hereto), and the Restated Certificate constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

6.12 Stock Splits, Stock Dividends, etc. In the event of any issuance of Shares or the voting securities of the Company hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement.

6.13 Manner of Voting. The voting of Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

6.14 Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to carry out the intent of the parties hereunder.

6.15 Costs of Enforcement. If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including, without limitation, all reasonable attorneys' fees.

6.16 Aggregation of Stock. All Shares held or acquired by a Stockholder and/or its Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement, and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first above written.

COMPANY:

HEVO INC.

By: _____

Name: Jeremy McCool

Title: President and Chief Executive
Officer

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first above written.

INVESTORS:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Voting Agreement as of the date first above written.

VOTING COMMON STOCKHOLDER:

By: _____

Name: _____

Title: _____

SCHEDULE A
Investors

EXHIBIT A

ADOPTION AGREEMENT

This Adoption Agreement (“**Adoption Agreement**”) is executed on _____, 20__, by the undersigned (the “**Holder**”) pursuant to the terms of that certain Voting Agreement dated as of _____, 2025 (the “**Agreement**”), by and among HEVO Inc., a Delaware corporation (the “**Company**”), and certain of its stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring certain shares of the capital stock of the Company (the “**Stock**”), for one of the following reasons (Check the correct box):

- As a transferee of Shares from a party in such party’s capacity as an “Investor” bound by the Agreement, and after such transfer, Holder shall be considered an “Investor” and a “Stockholder” for all purposes of the Agreement.
- As a transferee of Shares from a party in such party’s capacity as a “Voting Common Stockholder” bound by the Agreement, and after such transfer, Holder shall be considered a “Voting Common Stockholder” and a “Stockholder” for all purposes of the Agreement.
- As a new Investor in accordance with Subsection 7.1(a) of the Agreement, in which case Holder will be an “Investor” and a “Stockholder” for all purposes of the Agreement.
- In accordance with Subsection 7.1(b) of the Agreement, as a new party who is not a new Investor, in which case Holder will be a “Stockholder” for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, options, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

HOLDER: _____

ACCEPTED AND AGREED:

By: _____
Name and Title of Signatory

HEVO, INC.

Address: _____

By: _____
Name: _____
Title: _____

HEVO INC.

AMENDED & RESTATED INVESTORS' RIGHTS AGREEMENT

THIS AMENDED & RESTATED INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made as of _____, 2025 ("Effective Date"), among HEVO Inc., a Delaware corporation (the "Company"), and each holder of the Company's Series A-1 Preferred Stock and Series A-2 Preferred Stock, \$0.0001 par value per share (collectively, the "Preferred Stock") listed on Schedule A hereto, each of which is referred to in this Agreement as an "Investor," and any Additional Investors (as defined in the Purchase Agreements (defined below)) that become a party to this Agreement in accordance with Section 5.9 hereof.

RECITALS

WHEREAS, the Company and certain of the Investors are parties to Preferred Stock Purchase Agreements dated on or about the date hereof (the "Purchase Agreements"); and

WHEREAS, to induce the Company to enter into the Purchase Agreement and to induce the Investors to invest funds in the Company pursuant to the Purchase Agreement, the Investors and the Company hereby agree that this Agreement shall govern the rights of the Investors to cause the Company to register Shares or Conversion Shares (as defined in the Purchase Agreement) issuable to the Investors and to receive certain information from the Company and shall govern certain other matters as set forth in this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement where capitalized:
 - (a) The term "*Act*" means the Securities Act of 1933, as amended.
 - (b) The term "*Board*" means the Company's Board of Directors.
 - (c) The term "*Certificate*" means the Company's Amended and Restated Certificate of Incorporation, as amended from time to time.
 - (d) The term "*Common Stock*" means the common stock of the Company, par value \$0.0001 per share.
 - (e) The term "*Holder*" means any holder of Registrable Securities who is a party to this Agreement.
 - (f) The term "*Major Investor*" means each Investor who, individually or together with such Investor's Affiliates, holds at least 500,000 shares of Registrable Securities (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof). The term "Major Investor" includes any general partners and affiliates of a Major Investor.

(g) The term “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(h) The terms “**register**,” “**registered**,” and “**registration**” refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

(i) The term “**Registrable Securities**” means (i) the Common Stock of the Company issuable or issued upon conversion of the Preferred Stock, (ii) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, the shares referenced in (i) above, and (iii) any other securities of the Company into which such Common Stock may be converted or for which they are exchanged, excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which his rights under this Section are not assigned. The number of “Registrable Securities” outstanding shall be determined by adding the number of shares of Common Stock that are then outstanding and the number of shares of Common Stock issuable pursuant to then exercisable or convertible securities that are Registrable Securities.

(j) The term “**Termination Event**” shall mean the closing of the sale, lease or other disposition of all or substantially all of the Company’s assets, or the merger or consolidation of the Company with any other entity, or any other reorganization, in which the Company’s voting securities immediately prior to such transaction represent, immediately after such transaction, securities representing less than 50% of the voting power of the surviving entity, provided that this provision shall not apply to a merger effected exclusively for the purpose of changing the Company’s domicile.

2. Registration Rights.

2.1 If at any time after the earlier of (i) the Effective or (ii) the fifth (5th) anniversary of the Effective Date, the Company provides rights with respect to the Company’s registration of the Registrable Securities, each of the Investors shall be awarded such rights with respect to the Series A-1 Preferred Stock and all shares of Common Stock convertible therefrom.

2.2 The Restricted Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Act. A transferring Holder will cause any proposed purchaser, pledgee, or transferee of the Restricted Securities held by such Holder to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

2.3 Each certificate, instrument, or book entry representing (i) the Preferred Stock, (ii) the Registrable Securities, (iii) the Common Shares subject to this Agreement, and (iv) any other securities issued in respect of the securities referenced in clauses (i) and (ii), upon any share split, share dividend, recapitalization, merger, consolidation, or similar event, shall (unless

otherwise permitted by the provisions of this Agreement or any of the Transaction Agreements (as defined in the Purchase Agreement)) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH LAWS.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN INVESTOR RIGHTS AGREEMENT, RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT, AND VOTING AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF THE COMPANY.

2.4 The Holders consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Section 2.

2.5 The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Act covering the proposed transaction, the Holder thereof shall give notice to the Company of such Holder's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Act, whereupon the Holder of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Holder to the Company. The Company will not require such a legal opinion or "no action" letter (x) in any transaction in compliance with SEC Rule 144; or (y) in any transaction in which such Holder distributes Restricted Securities to an Affiliate of such Holder for no consideration; provided that each transferee agrees in writing to be subject to the terms of this Agreement. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Section 2.3, except that such certificate instrument, or book entry shall not be notated with such restrictive legend if,

in the opinion of counsel for such Holder and the Company, such legend is not required in order to establish compliance with any provisions of the Act.

3. Covenants of the Company.

3.1 Delivery of Financial Statements. The Company shall deliver to each Major Investor, provided that the Board has not reasonably determined that such Major Investor is a direct or indirect competitor of the Company, within 45 days after the end of each calendar year of the Company, an unaudited income statement and statement of cash flows for such year and an unaudited balance sheet and statement of equity as of the end of such year, such year-end financial reports to be in reasonable detail, prepared in accordance with the Company's historical accounting practices applied on a consistent basis throughout the periods indicated and with each other.

3.2 Termination of Information and Inspection Covenants. The covenant set forth in Section 3.1 shall terminate and be of no further force or effect upon the earlier to occur of (i) the consummation of the sale of securities pursuant to a registration statement filed by the Company under the Act in connection with the firm commitment underwritten offering of its securities to the general public, (ii) when the Company first becomes subject to the periodic reporting requirements of Sections 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended, whichever event shall first occur or (iii) the consummation of a Termination Event.

4. Effect of Change in Company's Capital Structure. If, from time to time, the Company pays a stock dividend or effects a stock split or other change in the character or amount of any of the outstanding stock of the Company, then in such event any and all new, substituted or additional securities to which a Holder is entitled by reason of such Holder's ownership thereof shall be immediately subject to the rights and obligations set forth in this Agreement with the same force and effect as the stock subject to such rights immediately before such event.

5. Miscellaneous.

5.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Registrable Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement

5.2 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Delaware without regard to conflicts of laws principles.

5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 5.5. If notice is given to the Investors, a copy shall also be given to Investor's counsel as set forth on Schedule A hereto.

5.6 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

5.7 Entire Agreement; Amendments and Waivers. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of (i) the Company and (ii) Investors holding at least 60% of the Registrable Securities then held by all Investors. Notwithstanding the foregoing, (a) this Agreement may not be amended, modified or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, modification, termination or waiver applies to all Investors in the same fashion (it being agreed that a waiver of provisions of Section **Error! Reference source not found.** with respect to a particular transaction shall be deemed to apply to all Investors in the same fashion if such waiver does so by its terms, notwithstanding the fact that certain Investors may nonetheless, by agreement with the Company, purchase Equity Capital in such transaction), and (b) the provisions of Sections 3.1, 3.2 and any other section of this agreement applicable to the Major Investors (including this clause (b) of this Section 5.7) may be amended or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Major Investors holding a majority of Registrable Securities then held by all of the Major Investors. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Registrable Securities, each future holder of all such Registrable Securities, and the Company; provided, however, no amendment or waiver that disproportionately affects any particular holder relative to other holders shall be effective without the written consent of such disproportionately affected holder.

Notwithstanding the foregoing, Schedule A hereto may be amended by the Company from time to time to add transferees of any Registrable Securities in compliance with the terms of this Agreement without the consent of the other parties; and Schedule A hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Investor who becomes a party to this Agreement in accordance with Section 5.9. The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver.

5.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

5.9 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Preferred Stock after the date hereof, whether pursuant to the Purchase Agreement or otherwise, any purchaser of such shares of Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an “Investor” for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an “Investor” hereunder.

5.10 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5.11 Super-Voting Shares. The parties acknowledge that the Company’s Certificate of Incorporation, as amended from time to time, provides for one or more classes of Common Stock with differential voting rights, including shares that may carry ten (10) votes per share (“Super Voting Shares”), as further described in the Certificate. Nothing in this Agreement shall be construed to modify or override such provisions.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first above written.

COMPANY:

HEVO INC.

By: _____

Name: Jeremy McCool

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first above written.

INVESTORS:

By: _____

Name: _____

Title: _____

SCHEDULE A
Investors

HEVO INC.

AMENDED & RESTATED RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

THIS AMENDED & RESTATED RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT (this “*Agreement*”) is made as of _____, 2025 (“*Effective Date*”), among HEVO Inc., a Delaware corporation (the “*Company*”), and each holder of the Company’s Series A-1 Preferred Stock, \$0.0001 par value per share (collectively, the “*Preferred Stock*”) listed on Schedule A hereto, and any Additional Investors (as defined in the Purchase Agreement (defined below)) that become a party to this Agreement in accordance with Section 10.10 hereof, and the Key Holders (as hereinafter defined, and collectively with the holders of Preferred Stock and any Additional Investors, the “*Investors*” and each an “*Investor*”).

RECITALS

WHEREAS, the Company and certain of the Investors are parties to the Series A-1 Preferred Stock Purchase Agreement of even date herewith (the “*Purchase Agreement*”); and

WHEREAS, to induce the Company to enter into the Purchase Agreement and to induce the Investors to invest funds in the Company pursuant to the Purchase Agreement, the parties hereto hereby agree to the rights with respect to the Preferred Stock in the Company as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement where capitalized:

- (a) The term “*Act*” means the Securities Act of 1933, as amended.
- (b) The term “*Board*” means the Company’s Board of Directors.
- (c) The term “*Common Stock*” means the common stock of the Company, par value \$0.0001 per share.
- (d) The term “*Equity Capital*” means any securities evidencing an ownership interest in the Company, or any securities convertible into or exercisable for any shares of the foregoing.
- (e) The term “*Key Holder*” means the persons named on Schedule B, who own at least three percent (4%) or more of the Company’s outstanding Common Stock (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, other than the Preferred Shares, as if exercised or converted).
- (f) The term “*Major Investor*” means each Investor who, individually or together with such Investor’s Affiliates, holds at least 500,000 shares of the Company’s Preferred Stock (as adjusted for any stock split, stock dividend, combination, or other recapitalization or reclassification effected after the date hereof). The term “Major Investor” includes any general partners and affiliates of a Major Investor.

2. Rights of Refusal.

2.1 Transfer Notice. If at any time an Investor proposes to Transfer Equity Capital (a “Selling Stockholder”), then the Selling Stockholder shall promptly give the Company written notice of

the Selling Stockholder's intention to make the Transfer (the "**Transfer Notice**"). The Transfer Notice shall include (i) a description of the Equity Capital to be transferred ("**Offered Shares**"), (ii) the name(s) and address(es) of the prospective transferee(s), (iii) the consideration, (iv) the material terms and conditions upon which the proposed Transfer is to be made, and (v) if the consideration includes property other than cash or evidences of indebtedness which requires a determination of the fair market value of such consideration pursuant to Section 2.5 hereof. The Transfer Notice shall also include a copy of any written proposal, term sheet, letter of intent, or other agreement relating to the proposed transfer.

2.2 Company's Right of First Refusal. The Company shall have an option for a period of 30 days from delivery of the Transfer Notice to elect to purchase the Offered Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice. The Company may exercise such purchase option and purchase all or any portion of the Offered Shares by notifying the Selling Stockholder in writing before expiration of such 30 day period as to the number of such shares that it wishes to purchase. The 30 day periods in the two preceding sentences shall be subject to extension as set forth in Section 2.5. If the Company gives the Selling Stockholder notice that it desires to purchase such shares, then payment for the Offered Shares shall be paid on the same terms and conditions as set forth in the Transfer Notice for the Offered Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than 30 days after Delivery to the Company of the Transfer Notice, unless the Transfer Notice contemplated a later closing with the prospective third-party transferee(s) or unless the valuation of the purchase price was not established pursuant to Section 2.5 within 30 days of the delivery to the Company of the Transfer Notice.

2.3 Additional Transfer Notice. Subject to the Company's option set forth in Section 2.2, if at any time the Selling Stockholder proposes a Transfer, then, within 15 days after the Company has declined to purchase all, or a portion, of the Offered Shares or the Company's option to so purchase the Offered Shares has expired, the Company shall give each Major Investor, other than a Major Investor who is a Selling Stockholder of such Offered Shares, an "**Additional Transfer Notice**" that shall include all of the information and certifications required in a Transfer Notice and shall additionally identify (1) the Offered Shares that the Company has declined to purchase (the "**Remaining Shares**") and (2) if applicable, the determination under Section 2.5(b) of the fair market value of any portion of the consideration for the Offered Shares that was in property other than cash or evidences of indebtedness and briefly describe the Major Investors' rights of first refusal and co-sale rights with respect to the proposed Transfer.

2.4 Major Investors' Right of First Refusal.

(a) Each Major Investor shall have an option for a period of 30 days from the delivery of the Additional Transfer Notice from the Company set forth in Section 2.3 to elect to purchase its respective pro rata share of the Remaining Shares at the same price and subject to the same material terms and conditions as described in the Additional Transfer Notice. Each Major Investor, other than a Major Investor who is a Selling Stockholder of such Offered Shares, may exercise such purchase option and purchase all or any portion of his, her or its pro rata share of the Remaining Shares (a "**Participating Holder**" for the purposes of Section 2), by notifying the Selling Stockholder and the Company in writing, before expiration of the 30 day period as to the number of such shares that he, she or it wishes to purchase (the "**Participating Holder Notice**"). Each Major Investor's pro rata share of the Remaining Shares shall be equal to the Remaining Shares, multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Preferred Shares) owned by such Major Investor on the date of the Transfer Notice and denominator of which shall be the total number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Preferred Shares) held by all Preferred Stockholders, other than a Preferred Stockholder who is a Selling Stockholder of such Offered Shares, on the date of the Transfer Notice.

(b) If any Major Investor elects not to purchase its pro rata share of the Remaining Shares available pursuant to its option under Section 2.4(a) within the time period set forth therein, then the Company shall promptly give written notice (the “**Overallotment Notice**”) to each Participating Holder that has elected to purchase all of its pro rata share of the Remaining Shares (each a “**Fully Participating Holder**”), which notice shall set forth the number of Remaining Shares not purchased by the other Major Investors, and shall offer the Participating Holders the right to acquire the unsubscribed shares. Each Participating Holder shall have ten days after Delivery of the Overallotment Notice to deliver a written notice to the Selling Stockholder (the “**Participating Holders Overallotment Notice**”) of its election to purchase its pro rata share of the unsubscribed shares on the same terms and conditions as set forth in the Additional Transfer Notice and indicating the maximum number of the unsubscribed shares that it will purchase if any other Fully Participating Holder elects not to purchase its pro rata share of the unsubscribed shares. For purposes of this Section 2.4(b), the numerator shall be the same as that used in Section 2.4(a) above and the denominator shall be the total number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Preferred Shares) owned by all Participating Holders on the date of the Transfer Notice. Each Participating Holder shall be entitled to apportion Remaining Shares to be purchased among its partners and affiliates (including in the case of a venture capital fund other venture capital funds affiliated with such fund), provided that such Participating Holder notifies the Selling Stockholder of such allocation.

2.5 Payment.

(a) The Participating Holders shall effect the purchase of the Remaining Shares with payment by wire transfer of immediately available funds to an account designated by the Selling Stockholder, against delivery of the Remaining Shares to be purchased at a place agreed upon between the parties and at the time of the scheduled closing therefor, which shall be no later than 15 days after Delivery to each Major Investor of the Additional Transfer Notice, unless the Transfer Notice contemplated a later closing with the prospective third-party transferee(s).

(b) Should the purchase price specified in the Transfer Notice or Additional Transfer Notice be payable in property other than cash or evidences of indebtedness, the Company (and the Participating Holders) shall have the right to pay the purchase price in the form of cash equal in amount to the fair market value of such property. If the Selling Stockholder and the Company cannot agree on such fair market cash value within seven days after Delivery to the Company of the Transfer Notice such fair market cash value will be determined by the Board of the Company in good faith, which determination the Board shall endeavor to make prior to the 30 day period set forth in Section 4.2 and, subject to the appraisal right below, will be binding upon the Company, each Major Investor and Selling Stockholder, absent fraud or error. If the Selling Stockholder does not agree with the cash equivalent value of the non-cash consideration as determined by the Company’s Board of Directors (the “**Board Determination**”) then the Selling Stockholder may, at his, her or its sole expense, engage an independent appraiser of recognized national standing that is reasonably acceptable to the Company’s Board of Directors to make an appraisal of such non-cash consideration, and such appraisal (the “**Appraiser’s Appraisal**”) shall be determinative and binding upon the Company, each Major Investor and Selling Stockholder, absent fraud or error, provided however, if the Appraiser’s Appraisal is different than the Board Determination, then (1) the option period set forth in Section 2.2 shall be extended by a period of time equal to ten days from the date of the Company’s receipt of the Appraiser’s Appraisal and (2) the scheduled closing date for the Company’s purchase of the Offered Shares shall be the latest of (A) the scheduled closing date for Participating Holders under Section 2.5(a), (B) ten days after the price has been established under this Section 2.5(b) or (C) the scheduled closing date with the prospective third party transferee(s). The Selling Stockholder shall not send out the Additional Transfer Notice to Major Investors until a definitive cash value has been determined for the non-cash consideration as set forth in this Section 2.5(b).

3. Right of Co-Sale.

3.1 To the extent the Company and the Major Investors do not exercise their respective rights of refusal as to all of the Offered Shares pursuant to Section 2, then each Investor (a “**Selling Holder**” for purposes of this Section 3) that notifies the Selling Stockholder in writing within 30 days after Delivery of the Additional Transfer Notice referred to in Section 2.3, shall have the right to participate in such sale of Equity Capital on the same terms and conditions as specified in the Transfer Notice. Such Selling Holder’s notice to the Selling Stockholder shall indicate the number of shares of capital stock of the Company that the Selling Holder wishes to sell under his, her or its right to participate. To the extent one or more of the Major Investors exercise such right of participation in accordance with the terms and conditions set forth below, the number of shares of Equity Capital that the Selling Stockholder may sell in the Transfer shall be correspondingly reduced.

3.2 Each Selling Holder may sell all or any part of that number of shares of capital stock of the Company equal to the product obtained by multiplying (i) the aggregate number of shares of Equity Capital covered by the Transfer Notice that have not been subscribed for pursuant to Section 4 by (ii) a fraction, the numerator of which is the number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Preferred Shares) owned by the Selling Holder on the date of the Transfer Notice and the denominator of which is the total number of shares of Common Stock (including shares of Common Stock issuable upon conversion of Preferred Shares) owned by the Selling Stockholder and all of the Selling Holders on the date of the Transfer Notice.

3.3 Each Selling Holder shall effect its participation in the sale by promptly delivering to the Selling Stockholder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, which represent:

(a) the type and number of shares of capital stock of the Company that such Selling Holder elects to sell; or

(b) that number of shares of capital stock of the Company that are at such time convertible into the number of shares of Common Stock that such Selling Holder elects to sell; provided, however, that if the prospective third-party purchaser objects to the delivery of shares of capital stock of the Company in lieu of Common Stock, such Selling Holder shall convert such shares of capital stock of the Company into Common Stock and deliver Common Stock as provided in this Section 5. The Company agrees to make any such conversion concurrent with the actual transfer of such shares to the purchaser and contingent on such transfer.

3.4 The stock certificate or certificates that the Selling Holder delivers to the Selling Stockholder pursuant to Section 2.3 shall be transferred to the prospective purchaser in consummation of the sale of the Equity Capital pursuant to the terms and conditions specified in the Transfer Notice, and the Selling Stockholder shall concurrently therewith remit to such Selling Holder that portion of the sale proceeds to which such Selling Holder is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase shares or other securities from a Selling Holder exercising its rights of co-sale hereunder, the Selling Stockholder shall not sell to such prospective purchaser or purchasers any Equity Capital unless and until, simultaneously with such sale, the Selling Stockholder shall purchase such shares or other securities from such Selling Holder for the same consideration and on the same terms and conditions as the proposed transfer described in the Transfer Notice.

3.5 Notwithstanding the terms agreed to by the original Selling Stockholder providing the notice of its proposed Transfer of Equity Capital, the participation by any other Selling Holder shall be subject to the following conditions:

(a) no Selling Holder shall be required to make any representation, warranty or covenant in connection with the Transfer, other than as to such Selling Holder's ownership and authority to Transfer, free and clear of liens, claims and encumbrances, the Equity Capital to be Transferred by such Selling Holder;

(b) no Selling Holder shall be required to (x) become a party to any agreement or arrangement in connection with the Transfer that contains provisions that relate only to such Selling Holder or to specific Selling Holders or (y) be bound by or become a party to any non-compete agreement or arrangement;

(c) the consideration payable with respect to each Equity Security in each class or series of Equity Security subject to such Transfer is the same (except for cash payments in lieu of fractional shares) as for each Equity Security in each class or series of Equity Security, provided that with respect to the Preferred Shares, such comparison shall be made on a series by series basis; and

(d) the liability for indemnification, if any, of such Selling Holder in connection with such Transfer and for the inaccuracy of any representations and warranties made by the Company in connection with such Transfer, is several and not joint with any other Selling Holder (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of any identical representations, warranties and covenants provided by all stockholders), and is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Selling Holder in connection with such Transfer (in accordance with the provisions of the Company's certificate of incorporation).

4. Non-Exercise of Rights. To the extent that the Company and the Major Investors have not exercised their rights to purchase the Offered Shares or the Remaining Shares within the time periods specified in Section 2 and the Major Investors have not exercised their rights to participate in the sale of the Remaining Shares within the time periods specified in Section 2, the Selling Stockholder shall have a period of 30 days from the expiration of such rights in which to sell the Offered Shares or the Remaining Shares, as the case may be, upon terms and conditions (including the purchase price) no more favorable than those specified in the Transfer Notice, to the third-party transferee(s) identified in the Transfer Notice. The third-party transferee or transferees shall acquire the Offered Shares and the Remaining Shares subject to the continuing rights of first refusal and co-sale rights under this Agreement and, as a condition of any such transfer, the transferee or transferees shall execute and deliver to the Company a counterpart to this Agreement assuming the obligations of the Selling Stockholder under this Agreement with respect to the transferred Equity Capital. Such transferred Equity Capital shall remain "Equity Capital" hereunder. If Selling Stockholder does not consummate the sale or disposition of the Offered Shares and Remaining Shares within the 30-day period from the expiration of these rights, the Company's first refusal rights and the Major Investors' first refusal rights and co-sale rights shall continue to be applicable to any subsequent disposition of the Offered Shares or the Remaining Shares by the Selling Stockholder until such right lapses in accordance with the terms of this Agreement. Furthermore, the exercise or non-exercise of the rights of the Company and the Major Investors under this Section 4 to purchase Equity Capital from the Selling Stockholder or participate in sales of Equity Capital by the Selling Stockholder shall not adversely affect their rights to make subsequent purchases from the Selling Stockholder of Equity Capital or subsequently participate in sales of Equity Capital by the Selling Stockholder.

5. Limitations to Rights of Refusal and Co-Sale. Notwithstanding the provisions of Sections 2 and 3 of this Agreement, the first refusal rights of the Company and first refusal and co-sale rights of the Major Investors shall not apply to (a) any Transfer of Equity Capital to any spouse or member of any Investor's immediate family, or to a custodian, trustee (including a trustee of a voting trust), executor, or other fiduciary for the account of the Investor's spouse or members of the Investor's immediate family, or to a trust for the Investor's own self, or a charitable remainder trust, (b) any Transfer of Equity Capital by such Investor made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy, or (c) any sale of Equity Capital to the public pursuant to a registration statement filed with, and declared effective by, the Securities and Exchange Commission under the Securities Act of 1933, as amended; *provided, however*, that if any Transfer made pursuant to any of the foregoing exemptions, (i) the Investor or the Investor's executor or other fiduciary as applicable, shall inform the Company and the Major Investors of such Transfer prior to effecting it and (ii) each such transferee or assignee, prior to the completion of the Transfer, shall have executed documents assuming the obligations of the Investor, as applicable, under this Agreement with respect to the transferred Equity Capital. Such transferred Equity Capital shall remain "**Equity Capital**" hereunder.

6. Prohibited Transfers.

6.1 Except in compliance with the provisions of Sections 2 and 3 of this Agreement, no Investor will transfer all of any part of or any interest in the Equity Capital. Any Transfer of Equity Capital not made in conformance with this Agreement shall be null and void, shall not be recorded on the books of the Company and shall not be recognized by the Company.

6.2 If an Investor should sell any Equity Capital in contravention of the co-sale rights of the Investors under Section 3 (a "**Prohibited Transfer**"), the other Investors, in addition to such other remedies as may be available at law, in equity or hereunder, shall have the put option provided below under Section 6.3(c), and each Investor shall be bound by the applicable provisions of such option.

6.3 If a stockholder should sell any Equity Capital in a Prohibited Transfer, each Investor, other than an Investor making a Prohibited Transfer, shall have the right to sell to the Investor the type and number of shares of Equity Capital equal to the number of shares each Investor would have been entitled to transfer to the third-party transferee(s) under Section 3 hereof had the Prohibited Transfer been effected pursuant to and in compliance with the terms hereof. Such sale shall be made on the following terms and conditions:

(a) The price per share at which the Equity Capital are to be sold to the Investor shall be equal to the price per share paid by the third-party transferee(s) to the Investor in the Prohibited Transfer. Each such Investor making or attempting to make a Prohibited Transfer for any and all fees and expenses, including legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the remaining Investor's rights under Section 3.

(b) Within 90 days after the later of the date on which the Investors (A) receives notice of the Prohibited Transfer or (B) otherwise becomes aware of the Prohibited Transfer, each Investor, other than an Investor making or attempting to make a Prohibited Transfer, shall, if exercising the option created hereby, deliver to the Investor making a Prohibited Transfer the certificate or certificates representing shares to be sold, each certificate to be properly endorsed for transfer.

(c) Each Investor shall, upon receipt of the certificate or certificates for the shares to be sold by the Investor pursuant to this Section 6, pay the aggregate purchase price therefor and the amount of reimbursable fees and expenses, as specified in Section 6.3(b), in cash or by other means acceptable to the Preferred Stockholder.

7. Assignments and Transfers; No Third-Party Beneficiaries. This Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns and legal representatives, but shall not otherwise be for the benefit of any third party. The rights of the Investors hereunder are only assignable (i) to any other Investor or (ii) to a partner or Affiliate of such Investor.

8. Restrictive Legend, Lock-Up, and Stop Transfer Orders.

8.1 Restrictive Legend. Each existing or replacement certificate for shares now owned or hereafter acquired by an Investor shall bear the following legend upon its face:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH LAWS.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN INVESTOR RIGHTS AGREEMENT, RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT, AND VOTING AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF THE COMPANY.

8.2 Lock-Up. Each Investor hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering (the "*IPO*") and ending on the date specified by the Company and the managing underwriter (such period not to exceed 180 days), or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports; and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto, (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Equity Capital held immediately prior to the effectiveness of the registration statement for the IPO; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Equity Capital, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Equity Capital or other securities, in cash or otherwise. The foregoing provisions of this section shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Investors if all officers, directors and holders of more than three percent (3%) of the outstanding Common Stock (after giving effect to the conversion into Common Stock of all outstanding Preferred Shares) enter into similar agreements. The underwriters in connection with the IPO are intended third-party beneficiaries of this section and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in the IPO that are consistent with this section or that are necessary to give further effect thereto.

8.3 Stop Transfer Instructions. To ensure compliance with the restrictions referred to herein, each seller agrees that the Company may issue appropriate “stop transfer” certificates or instructions if a transfer in violation of any provision of this Agreement occurs and that it may make appropriate notations to the same effect in its records.

9. Effect of Change in Company’s Capital Structure. If, from time to time, the Company pays a stock dividend or effects a stock split or other change in the character or amount of any of the outstanding stock of the Company, then in such event any and all new, substituted or additional securities to which an Investor is entitled by reason of such Investor’s ownership of Equity Capital shall be immediately subject to the rights and obligations set forth in this Agreement with the same force and effect as the stock subject to such rights immediately before such event.

10. Miscellaneous.

10.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties (including transferees of any shares of Equity Capital). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement

10.2 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Delaware without regard to conflicts of laws principles.

10.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail or facsimile during the recipient’s normal business hours, and if not sent during normal business hours, then on the recipient’s next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 10.5. If notice is given to the Investors, a copy shall also be given to Investor’s counsel as set forth on Schedule A hereto.

10.6 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party maybe entitled.

10.7 Entire Agreement; Amendments and Waivers. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subjects hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Except as expressly provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of (i) the Company, (ii) the Investors holding at least a majority of the capital stock of the Company then held by the Investors, and (iii) Preferred Stockholders holding a majority of the Common Stock issuable or issued upon conversion of the Preferred Shares (voting as a single class of stock); *provided, however*, the consent of the Investors shall not be required for any amendment or waiver if such amendment or waiver either (x) is not directly applicable to the rights of the Investors hereunder, or (y) does not adversely affect the rights of the Investors in a manner that is different than the effect on the rights of the other parties hereto. Any amendment or waiver affected in accordance with this paragraph shall be binding upon each Investor and their respective successors and assigns. Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion. The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Notwithstanding the foregoing, Schedule A hereto may be amended by the Company from time to time to add transferees of any Equity Capital in compliance with the terms of this Agreement without the consent of the other parties; and Schedule A hereto may also be amended by the Company after the date of this Agreement without the consent of the other parties to add information regarding any additional Investor who becomes a party to this Agreement in accordance with Section 10.1010.10. The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver.

10.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

10.9 Aggregation of Securities. All securities held or acquired by Affiliates of a holder of Equity Capital (each a “**Holder**”) shall be aggregated for the purpose of determining the availability of or discharge of any rights under this Agreement. In addition, a Holder and its Affiliates may allocate among themselves any rights available under this Agreement, in any manner they shall determine in their discretion. Any such group of Affiliates may designate (in writing) one person to serve as representative of such group for the purposes of exercising any rights or undertaking any obligations of such group hereunder, and the Company shall be entitled to rely on such designated representative for such purposes. For a holder of Equity Capital that is a partnership, corporation or limited liability company, the term “**Affiliate**” shall include, (A) all Associated Entities of such Holder (as defined below), and (B) all constituent limited or general partners, constituent members and retired or former constituent partners and members of the Holder and any Associated Entities of the Holder. The term “**Associated Entity**” shall include any entity that is (i) a direct or indirect subsidiary or parent of a Holder or (ii) with respect to a Holder that is a limited liability company or a limited liability partnership, (A) the manager, managing member, general partner or management company of such Holder or (B) a fund or entity managed by the same manager, managing member, general partner or management company or by an entity controlling, controlled by, or under common control with such manager, managing member, general partner or management company. For a holder of equity capital that is an individual, the term “**Affiliate**” shall also include all “Family Members” of the Holder, which shall include the Holder’s children, stepchildren, grandchildren, parents, stepparents, grandparents, spouse, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-

law and sisters-in-law (including adoptive relationships) as well as any estate-planning related trusts for the benefit of the Holder and/or any of the foregoing persons.

10.10 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of Preferred Stock after the date hereof, whether pursuant to the Purchase Agreement or otherwise, any purchaser of such shares of Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an “Investor” for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an “Investor” hereunder.

10.11 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal and Co-Sale Agreement as of the date first above written.

COMPANY:

HEVO INC.

By: _____
Name: Jeremy McCool
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal and Co-Sale Agreement as of the date first above written.

INVESTORS:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal and Co-Sale Agreement as of the date first above written.

KEY HOLDERS:

By: _____

Name: _____

Title: _____

SCHEDULE A
Investors

SCHEDULE B
Key Holders

- Jeremy McCool
- HEVO Beacon US Holdings LLC