

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 13)*

GRUPO AEROPORTUARIO DEL CENTRO NORTE, S.A.B. DE C.V.(1) (the "Issuer")

(Name of Issuer)

Series B Shares of Common Stock ("Series B Shares")

(Title of Class of Securities)

4005102(2)

(CUSIP Number)

Julio R. Rodriguez, Jr.
Fintech Advisory Inc.
375 Park Avenue
New York, NY 10152
(212) 593-4500

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

July 9, 2021

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

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

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

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

(1) Translation of Issuer's Name: Central North Airport Group.

(2) No CUSIP number exists for the underlying Shares, as the Shares are not traded in the United States. The CUSIP number 4005102 is only for the American Depositary Shares ("ADSs") representing Series B Shares.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons David Martínez
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="radio"/> (b) <input checked="" type="radio"/>
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/>
6.	Citizenship or Place of Organization United Kingdom
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 117,437,578 Series B Shares(3)
	8. Shared Voting Power 0
	9. Sole Dispositive Power 117,437,578 Series B Shares
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) <input type="radio"/>
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(4) (See Item 5)
14.	Type of Reporting Person (see instructions) IN

(3) Includes the power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(4) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Fintech Holdings Inc.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="radio"/> (b) <input checked="" type="radio"/>
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 117,437,578 Series B Shares(5)
	8. Shared Voting Power 0
	9. Sole Dispositive Power 117,437,578 Series B Shares
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) <input type="radio"/>
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(6) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(5) Includes the power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(6) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Bagual S.à r.l.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) o (b) x
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 0
	8. Shared Voting Power(7) 117,437,578 Series B Shares(8)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 117,437,578 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(9) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(7) Bagual S.à r.l. owns 19.6% of the capital stock of each of SETA and Aerodrome; Grenadier S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Pequod S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Harpoon S.à r.l. owns 20.4% of the capital stock of each of SETA and Aerodrome and Expanse S.à r.l. owns 17.1% of the capital stock of each of SETA and Aerodrome.

(8) Includes the power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(9) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Grenadier S.à r.l.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) o (b) x
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 0
	8. Shared Voting Power(10) 117,437,578 Series B Shares(11)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 117,437,578 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) o
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(12) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(10) Bagual S.à r.l. owns 19.6% of the capital stock of each of SETA and Aerodrome; Grenadier S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Pequod S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Harpoon S.à r.l. owns 20.4% of the capital stock of each of SETA and Aerodrome and Expanse S.à r.l. owns 17.1% of the capital stock of each of SETA and Aerodrome.

(11) Includes the power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(12) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Pequod S.à r.l.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) o (b) x
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 0
	8. Shared Voting Power(13) 117,437,578 Series B Shares(14)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 117,437,578 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) o
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(15) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(13) Bagual S.à r.l. owns 19.6% of the capital stock of each of SETA and Aerodrome; Grenadier S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Pequod S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Harpoon S.à r.l. owns 20.4% of the capital stock of each of SETA and Aerodrome and Expanse S.à r.l. owns 17.1% of the capital stock of each of SETA and Aerodrome.

(14) Includes the power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(15) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Harpoon S.à r.l.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) o (b) x
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 0
	8. Shared Voting Power(16) 117,437,578 Series B Shares(17)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 117,437,578 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) o
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(18) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(16) Bagual S.à r.l. owns 19.6% of the capital stock of each of SETA and Aerodrome; Grenadier S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Pequod S.à r.l. owns 21.5% of the capital stock of SETA and Aerodrome; Harpoon S.à r.l. owns 20.4% of the capital stock of SETA and Expanse S.à r.l. owns 17.1% of the capital stock of SETA and Aerodrome.

(17) Includes the power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(18) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Expanse S.à r.l.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) o (b) x
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 0
	8. Shared Voting Power(19) 117,437,578 Series B Shares(20)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 117,437,578 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) o
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(21) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(19) Bagual S.à r.l. owns 19.6% of the capital stock of each of SETA and Aerodrome; Grenadier S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Pequod S.à r.l. owns 21.5% of the capital stock of each of SETA and Aerodrome; Harpoon S.à r.l. owns 20.4% of the capital stock of each of SETA and Aerodrome and Expanse S.à r.l. owns 17.1% of the capital stock of each of SETA and Aerodrome.

(20) Includes the power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(21) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons. Servicios de Tecnología Aeroportuaria, S.A. de C.V.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) o (b) x
3.	SEC USE ONLY
4.	Source of Funds (see instructions) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Mexico
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 57,282,377 Series B Shares(22)
	8. Shared Voting Power 0
	9. Sole Dispositive Power 57,282,377 Series B Shares
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) o
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(23) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(22) Includes the power to vote and dispose of 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

(23) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons. Aerodrome Infrastructure S.à r.l.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) o (b) x
3.	SEC USE ONLY
4.	Source of Funds (see instructions) AF
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 60,155,201 Series B Shares
	8. Shared Voting Power 0
	9. Sole Dispositive Power 60,155,201 Series B Shares
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 117,437,578 Series B Shares
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (see instructions) o
13.	Percent of Class Represented by Amount in Row (11) 30.1% Series B Shares(24) (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

(24) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

Item 1. Security and Issuer

This Amendment No. 13 (the “Thirteenth Amendment”) amends the Schedule 13D filed with the Securities and Exchange Commission (“SEC”) on November 1, 2007 (the “Schedule 13D”), as subsequently amended, by David Martínez, Fintech Holdings Inc. (“FH”), Bagual S.à r.l. (“Bagual”), Grenadier S.à r.l. (“Grenadier”), Pequod S.à r.l. (“Pequod”), Harpoon S.à r.l. (“Harpoon”), Expanse S.à r.l. (“Expanse”), Servicios de Tecnología Aeroportuaria, S.A. de C.V. (“SETA”), with respect to the Series B Shares of Common Stock (“Series B Shares”) of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. (the “Issuer”). Capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to such terms in the Schedule 13D, as amended.

This Amendment is being filed to report the increase in percentage of shares owned by the Reporting Persons (as defined below) pursuant to a tender offer completed on July 9, 2021. As a result of the tender offer, the Reporting Persons’ percentage of beneficial ownership in the Issuer’s outstanding capital stock increased to 30.1%(25).

Item 2. Identity and Background

Item 2 is amended to add the following paragraphs:

David Martinez, Fintech Holdings Inc. (“FH”), Bagual S.à r.l. (“Bagual”), Grenadier S.à r.l. (“Grenadier”), Pequod S.à r.l. (“Pequod”), Harpoon S.à r.l. (“Harpoon”), Expanse S.à r.l. (“Expanse”), Servicios de Tecnología Aeroportuaria, S.A. de C.V. (“SETA”) and Aerodrome Infrastructure S.à r.l. (“Aerodrome”) (each a “Reporting Person” and together the “Reporting Persons”) are filing this Schedule 13D.

Aerodrome

The purpose of Aerodrome is to hold investments by FH. The registered office of Aerodrome is located at 8, rue de la Grève, L-1643 Luxembourg, Grand Duchy of Luxembourg. The telephone number at which Aerodrome’s principal executive offices can be reached is +352 28 26 39 10. Aerodrome, which was incorporated on January 14, 2021, is a private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg. Aerodrome is beneficially owned by Bagual, Grenadier, Pequod, Harpoon, Expanse, FH and Mr. Martínez.

Item 4. Purpose of Transaction

Item 4 is amended and restated in its entirety to read as follows:

Tender Offer

On May 24, 2021, the Reporting Persons filed a Schedule TO with the SEC (the “Schedule TO”), which included an Offer to Purchase, and commenced a tender offer pursuant to Rule 14d-1 of the Securities Exchange Act of 1934 (the “Exchange Act”) to purchase up to 97,527,888 Series B Shares held by U.S. Persons and Series B Shares represented by outstanding American depositary shares (whether held or not by U.S. Persons and each representing eight Series B Shares, “ADSs”) (the “U.S. Offer”), considering any Series B Shares purchased in the Mexican Offer (as defined below). The price for the U.S. Offer was Ps.137 per Series B Share and Ps.1,096 per ADS. The U.S. Offer was made in conjunction with an offer by Aerodrome in Mexico directed to holders of Series B Shares, but not holders of ADSs (the “Mexican Offer”) and, together with the U.S. Offer, the “Offers”).

On June 16, 2021, the Reporting Persons amended the Schedule TO previously filed with the SEC in connection with the U.S. Offer, to, among other things, reduce the aggregate amount of Series B Shares, including Series B Shares represented by ADSs, that the Reporting Persons offered to purchase in the Offers from 97,527,888 outstanding Series B Shares to 60,155,201 Series B Shares.

On July 6, 2021, the Reporting Persons amended the Schedule TO previously filed with the SEC in connection with the U.S. Offer announcing the final results of the Offers. Because the Offers were oversubscribed, the Reporting Persons accepted Securities on a prorated basis using a proration factor of approximately 58.49%. As a result, the Reporting Persons announced that they were

(25) Percentage calculated based on 60,155,201 Series B Shares (including Series B Shares represented by ADSs) owned by Aerodrome, 7,516,377 Series B Shares owned by SETA and 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

accepting for purchase 923,703 ADSs, representing 7,389,624 Series B Shares, and 52,765,577 Series B Shares, for a total of 60,155,201 Series B Shares.

On July 9, 2021, the Offers settled. The offer prices paid by the Reporting Persons were Ps.137 per Series B Share and US\$55.09 per ADS (based on the spot market rate for Ps.19.8957 per US\$1.00 available to the ADS receiving agent on the settlement date), for a total of approximately Ps.8,241 million.

Except as disclosed in this Item 4, the Reporting Persons have no plans or proposals that relate to or would result in any of the actions or transactions described in paragraphs (a) through (j) of Item 4 of the instructions to this Schedule. The Reporting Persons may in the future acquire Series B Shares or other securities of the Issuer from the Issuer, in the open market, in privately-negotiated purchases or otherwise and may also, depending on then-current circumstances, dispose of all or a portion of the Series B Shares or the Series BB shares owned by the Reporting Persons in one or more transactions and may consider and explore one or more corporate transactions involving the Issuer. The Reporting Persons reserve the right to formulate plans or proposals regarding the Issuer or any of its securities and to carry out any of the actions or transactions described in paragraphs (a) through (j) of Item 4 of the instructions to this Schedule, to the extent deemed advisable by the Reporting Persons. The Reporting Persons continuously analyze investment opportunities and adjust their allocations of capital, which results in many of the considered transactions not proceeding beyond the evaluation stage.

Loan Facility

On July 9, 2021, Aerodrome entered into a loan agreement (the "Loan Agreement") with Fintech Investments Ltd. ("FIL"), pursuant to which FIL provided an unsecured term loan in an aggregate amount of the equivalent in U.S. dollars of Ps.7,005,074,000, or 85% of the total amount of funds required to settle the Offers (the "Loan Facility"). The Loan Facility will mature on December 31, 2031, and all outstanding amounts under the Loan Facility will become due and payable on the maturity date. The Loan Facility may be repaid, in whole or in part, at any time without premium or penalty, after giving FIL at least five business days' notice. The Loan Facility will bear interest at a rate of 6.0% per annum. Interest on the Loan Facility will be payable semi-annually on June 30 and December 31 of each year.

The Loan Agreement is governed by Luxembourg law and any dispute arising out of or in connection with the Loan Agreement will be subject to the exclusive jurisdiction of the courts of the City of Luxembourg.

Aerodrome intends to repay the Loan Facility with the proceeds of dividends or other distributions paid on the Series B Shares. Aerodrome may also explore opportunities from time to time to refinance the Loan Facility with the proceeds of a bank loan or other financing instrument secured by the Series B Shares owned by it and its affiliates.

The information disclosed in this paragraph does not purport to be complete and is qualified in its entirety by reference to the Loan Agreement, a copy of which is filed as Exhibit 30 to this Schedule 13D and is incorporated herein by reference in its entirety. Investors are urged to read the Loan Agreement for a more complete description of the provisions contained therein.

Item 5. Interest in Securities of the Issuer

Item 5 is amended and restated in its entirety as follows:

(a)-(b) As of the date of this filing, the Reporting Persons have the following direct and indirect beneficial ownership interests in the Series B Shares.

	Directly Owned(1)		Indirectly Owned(1)		Directly and Indirectly Owned(1)	
	Number	% of Class	Number	% of Class	Number	% of Class
David Martínez(2)	0	0%	117,437,578	30.1%	117,437,578	30.1%
FH(3)	0	0%	117,437,578	30.1%	117,437,578	30.1%
Bagual(4)	0	0%	117,437,578	30.1%	117,437,578	30.1%
Grenadier(4)	0	0%	117,437,578	30.1%	117,437,578	30.1%
Pequod(4)	0	0%	117,437,578	30.1%	117,437,578	30.1%
Harpoon(4)	0	0%	117,437,578	30.1%	117,437,578	30.1%
Expanse(4)	0	0%	117,437,578	30.1%	117,437,578	30.1%
SETA(5)	57,282,377	14.7%	0	0%	57,282,377	14.7%
Aerodrome	60,155,201	15.4%	0	0%	60,155,201	15.4%

(1) All percentages are based on 390,111,556 Series B Shares outstanding, as reported in the Form 20-F filed by the Issuer with the Securities and Exchange Commission on April 30, 2021, which is currently comprised of 340,345,556 Series B Shares outstanding plus 49,766,000 Series BB shares owned by SETA that SETA is entitled to convert into Series B Shares solely upon their disposition to a third party.

(2) David Martínez is the sole shareholder of FH. Bagual, Grenadier, Pequod, Harpoon and Expanse are wholly owned subsidiaries of FH and collectively own 100% of the capital stock of SETA and Aerodrome. Consequently, David Martínez may be deemed to have the power to vote or to dispose of all Series B Shares directly owned by SETA and Aerodrome.

(3) Each of SETA and Aerodrome is a wholly-owned indirect subsidiary of FH. Consequently, FH may be deemed to have the power to vote or to dispose of all Series B Shares directly owned by SETA and Aerodrome.

(4) Bagual, Grenadier, Pequod, Harpoon, and Expanse collectively own 100% of the capital stock of each of SETA and Aerodrome. Consequently, Bagual, Grenadier, Pequod, Harpoon, and Expanse may be deemed to collectively and indirectly have the power to vote or to dispose of own all Series B Shares directly owned by SETA and Aerodrome. The shares directly owned by SETA and Aerodrome are considered shared as to voting and dispositive power because 19.7% of the capital stock of each of SETA and Aerodrome is owned by Bagual, 21.5% is owned by Grenadier, 21.5% is owned by Pequod, 20.4% is owned by Harpoon and 17.1% is owned by Expanse.

(5) Includes the power to vote and dispose of 49,766,000 Series BB shares owned by SETA, which it is entitled to convert into Series B Shares solely upon their disposition to a third party.

SETA has the sole power to vote and dispose of 7,516,377 Series B Shares and 49,766,000 Series BB shares that SETA is entitled to convert into Series B Shares (solely upon their disposition to a third party), representing 14.7% of the shares of the Issuer (the "SETA-Owned Series B Shares").

Aerodrome has the sole power to vote and dispose of 60,155,201 Series B Shares (including Series B Shares represented by ADSs), representing 15.4% of the shares of the Issuer (the "Aerodrome-Owned Series B Shares").

Bagual, Grenadier, Pequod, Harpoon, and Expanse collectively exercise their rights over the SETA-Owned Series B Shares indirectly through SETA and exercise their rights over the Aerodrome-Owned Series B Shares indirectly through Aerodrome. FH exercises its rights over the SETA-Owned Series B Shares and the Aerodrome-Owned Series B Shares indirectly through Bagual, Grenadier, Pequod, Harpoon, Expanse, SETA and Aerodrome. David Martínez exercises his rights over the SETA-Owned Series B Shares and Aerodrome-Owned Series B Shares indirectly through FH, Bagual, Grenadier, Pequod, Harpoon, Expanse, SETA and Aerodrome.

(c) Other than pursuant to the Offers described in Item 4 herein, no transactions in Series B Shares were effected by the Reporting Persons during the 60 day period ended July 9, 2021.

(d) Not applicable.

(e) Not applicable.

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

The information set forth in Item 4 is hereby incorporated by reference.

Item 7. Material to Be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended to add the following exhibits:

Exhibit Number	Description
29	Press Release, issued by the Reporting Persons on July 6, 2021.
30	Loan Agreement, dated July 9, 2021, between Aerodrome Infrastructure S.à r.l., as borrower, and Fintech Investments Ltd., as lender.

SIGNATURE

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

Dated: July 9, 2021

DAVID MARTÍNEZ

By: /s/ David Martínez

FINTECH HOLDINGS INC.

By: /s/ David Martínez

Name: David Martínez

Title: Authorized Person

BAGUAL S.À R.L.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

GRENADIER S.À R.L.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

PEQUOD S.À R.L.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

HARPOON S.À R.L.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

EXPANSE S.À R.L.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

SERVICIOS DE TECNOLOGÍA AEROPORTUARIA
S.A. DE C.V.

By: /s/ Christian Whamond

Name: Christian Whamond

Title: Authorized Person

Aerodrome and Affiliates Announce Final Results of Their Previously Announced Tender Offers for Series B Shares of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

Mexico City, July 6, 2021 — Aerodrome Infraestructura S.à r.l. (“Aerodrome”), along with its affiliates Servicios de Tecnología Aeroportuaria, S.A. de C.V. (“SETA”), Bagual S.à r.l. (“Bagual”), Grenadier S.à r.l. (“Grenadier”), Pequod S.à r.l. (“Pequod”), Harpoon S.à r.l. (“Harpoon”), Expanse S.à r.l. (“Expanse”), Fintech Holdings Inc. (“FH”), and David Martínez (“Mr. Martínez” and, together with Aerodrome, SETA, Bagual, Grenadier, Pequod, Harpoon, Expanse and FH, the “Offerors”), announced today the final results of their previously announced cash tender offer in the U.S. (the “U.S. Offer”) for up to 60,155,201 (1) outstanding Series B ordinary shares, without par value (the “Series B Shares”) of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. (“OMA”), a publicly traded corporation organized under the laws of Mexico, held by U.S. persons, and (2) Series B Shares represented by outstanding American depositary shares (whether held or not by U.S. persons) (each representing eight Series B Shares) (the “ADSs” and, together with the Series B Shares, the “Securities”). The U.S. Offer was made in conjunction with an offer by Aerodrome in Mexico directed to holders of Series B Shares, but not holders of ADSs (the “Mexican Offer,” and together with the U.S. Offer, the “Offers”).

The Offers expired at 8:00 a.m., New York City time, on June 30, 2021 (the “Expiration Date”).

American Stock Transfer & Trust Company, LLC, the ADS receiving agent for the U.S. Offer, and J.P. Morgan Casa de Bolsa, S.A. de C.V., J.P. Morgan Grupo Financiero, the Series B Shares receiving agent for the Offers, have advised the Offerors that as of 8:00 a.m., New York City time on the Expiration Date, a total of 1,579,317 ADSs, representing 12,634,536 Series B Shares, and 90,217,248 Series B Shares, were validly tendered and not withdrawn.

Because the purchase of all Securities tendered in the Offers would cause the Offerors to purchase an aggregate amount of Series B Shares, including Series B Shares represented by ADSs, that would exceed the total number of Series B Shares, including Series B Shares represented by ADSs, that the Offerors have offered to purchase pursuant to the Offers, the Offerors have accepted and will purchase 923,703 ADSs, representing 7,389,624 Series B Shares, and 52,765,577 Series B Shares, based on a proration factor of approximately 58.49%. Any tendered Securities that have not been accepted for purchase will be returned or credited without expense to the holder’s account.

The offer prices payable by Aerodrome will be Ps.137 per Series B Share and Ps.1,096 per ADS, for a total of approximately Ps.8,241 million. The offer price for Series B Shares accepted in the Offers will be settled in Mexican pesos and will be paid through S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V. (“Indeval”), the Mexican securities clearing system, and participants in Indeval. The offer price for ADSs accepted in the U.S. Offer will be paid in U.S. dollars and will be paid to American Stock Transfer & Trust Company, LLC, as ADS receiving agent, in U.S. dollars, based on the U.S. dollar / Mexican peso spot market rate available to the ADS receiving agent on the Payment Date.

In accordance with the terms of the Offers, payment for Securities validly tendered and accepted for purchase in the Offers is expected to occur on July 9, 2021 (the “Payment Date”). Upon the settlement of the Offers, taking into account the Series B Shares currently owned by SETA, the Offerors will own, directly or indirectly, 30.1% of OMA’s outstanding capital stock.

All conditions described in the U.S. Offer to Purchase that were to be satisfied or waived on or prior to the Expiration Date, were satisfied or waived on or prior to the Expiration Date.

The U.S. Offer was made upon the terms and subject to the conditions set forth in the U.S. offer to purchase, dated May 24, 2021 (as amended and restated, the “U.S. Offer to Purchase”), and the related ADS letter of transmittal, the Series B acceptance letter and related documents filed by the Offerors with the Securities and Exchange Commission (the “U.S. Tender Offer Materials”).

* * *

This press release is for informational purposes only and does not constitute an offer to buy or a solicitation of an offer to sell any securities of OMA. Complete terms and conditions of the U.S. Offer are set forth in the U.S. Offer to Purchase and the other U.S. Tender Offer Materials. This announcement is not for publication, release or distribution in or into or from any jurisdiction where it would otherwise be prohibited.

D.F. King & Co., Inc. acted as the U.S. information agent for the U.S. Offer. The U.S. information agent may be contacted at, for bankers and brokers call collect: (212) 269 5550, all others call toll free: (800) 488-8035, email: OMA@dfking.com.

The ADS receiving agent for the U.S. Offer was American Stock Transfer & Trust Company, LLC. The ADS receiving agent may be contacted at: (877) 248-6417 or (718) 921-8317, fax (718) 234-5001. The Series B receiving agent for the U.S. Offer was J.P. Morgan Casa de Bolsa, S.A. de C.V., J.P. Morgan Grupo Financiero. The Series B receiving agent may be contacted at: +(52 55) 5540-9317.

Forward-Looking Statements

This announcement contains forward-looking statements. Forward-looking statements are information of a non-historical nature or which relate to future events and are subject to risks and uncertainties. No assurance can be given that the transactions described herein will be consummated or as to the ultimate terms of any such transactions. The Offerors undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information or future events or for any other reason.

Media Contact:

D.F. King & Co., Inc.

48 Wall Street, 22nd Floor, New York, NY 10005

Attention: Geoffrey Weinberg

(917) 473-2984

Bankers and Brokers Call Collect: (212) 269-5550

All Others Call Toll-Free: (800) 488-8035

Email: OMA@dfking.com

LOAN AGREEMENT

Dated 9 July 2021 and effective as of 8 July 2021

Between

Fintech Investments Ltd.

as Lender

and

Aerodrome Infrastructure S.à r.l.

as Borrower

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THIS INTEREST-BEARING LOAN AGREEMENT (the **Agreement**) is dated 9 July 2021 and effective as of 8 July 2021 and made between:

- (1) **Fintech Investments Ltd.**, a limited company, validly incorporated under the laws of British Virgin Islands on 21st day of September 1989, with the Registrar of Corporate Affairs of the British Virgin Islands under the number n° 19565, with its registered office at P.O. 958, Pasea Estate Road Town, Tortola, British Virgin Islands (the **Lender**); and
- (2) **Aerodrome Infrastructure S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8, rue de la Grève, L-1643 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B251461 (the **Borrower** and together with the Lender, the **Parties**).

WHEREAS:

- (A) On July 9, 2021, the Borrower acquired 60,155,201 B shares (the **Shares**) representing the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. (**OMA**) in the form of Series B shares and American Depositary Shares (**ADSs**), which were validly tendered in the Tender Offer (as defined herein), which was addressed to the shareholders of OMA and the holders of the ADSs and carried out simultaneously in the Mexican United States and the United States of America (the **Tender Offer**). The Borrower is acquiring the Shares at a price of Ps. 137 per share, resulting in a total acquisition price of Ps. 8,278,997,311.74 (the **Settlement Price**). The Borrower intends to pay approximately 15% of the Settlement Price (i.e. USD 63,500,000.00) in cash, which amount shall be financed by a contribution to the Company's 115 Account (the **115 Contribution**) from the Aerodrome Shareholders (as defined herein) in proportion to their ownership interest in the Company, and will finance approximately 85% of the Settlement Price (i.e. USD 352,105,666.38) (such amount, the **FIL Receivable**), through a loan from the affiliated company Fintech Investments Ltd. The Company is owned by Bagual S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 10, rue Mathias Hardt, L-1717 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B219977 (**Bagual**), Expanse S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 12, Rue Jean-Engling, L-1466 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B240858 (**Expanse**), Grenadier S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 51, Boulevard Grande Duchesse Charlotte, L-1331, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B219909 (**Grenadier**), Harpoon S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 11-13, Boulevard de, Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B228590 (**Harpoon**) and Pequod S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 124, Boulevard de la Pétrusse, Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B219910 (**Pequod**, and together with Bagual, Expanse, Grenadier and Harpoon, the

Aerodrome Shareholders). In order to timely fund the Settlement Price in connection with the settlement of the Tender Offer, the Parties wish to make the Loan (as defined herein) on the date hereof.

- (B) The Parties now wish to set the terms and conditions governing their creditor's (as far as the Lender is concerned) and debtor's (as far as the Borrower is concerned) positions in connection with the FIL Receivable. These terms and conditions take the form of an interest-bearing loan in an aggregate principal amount of three hundred fifty-two million, one hundred five thousand, six hundred sixty-six and 38/100 United States dollars (USD 352,105,666.38) (the **Loan**) between the Lender and the Borrower evidenced under the Agreement.
- (C) The Lender and the Borrower now wish to evidence the terms of their agreement whereby the Lender lends the Loan and the Borrower agrees to borrow the Loan.

IT IS AGREED as follows:

1 DEFINITIONS

1.1 In this Agreement, unless otherwise stated or the context requires otherwise:

Agreement	means this loan agreement, including recitals (A) to (C) above.
Applicable Rate	means six (6%) percent per annum.
Borrower Account	means the account opened in the name of the Borrower, as notified from time to time by the Borrower to the Lender.
Business Day	means a day (other than a Saturday or Sunday) on which banks are open for business in Luxembourg.
Effective Date	means the date of this Agreement.
Event of Default	means any of the events referred to in Clause 7.
Interest	means the interest payable and calculated in accordance with Clause 4.
Interest Period	shall have a meaning ascribed to it in Clause 4.3.
Interest Payment Date	shall have a meaning ascribed to it in Clause 4.3.
Lender Account	means the account opened in the name of the Lender, as notified from time to time by the Lender to the Borrower.
Loan	shall have a meaning ascribed to it in recital (C).
Luxembourg	means the Grand Duchy of Luxembourg.
Maturity Date	means 31 st December 2031, or any such extended date as may be granted

by the Lender at its discretion and notified in writing to the Borrower.

Party means a party to this Agreement.

Reorganisation Measures means measures involving an intervention by the administrative or judicial authorities with a view to preserving or restoring a financial situation and which affect pre-existing rights of third parties, including measures involving a moratorium, suspension of payments (*sursis de paiement*), controlled management (*gestion contrôlée*), composition with creditors (*concordat préventif de faillite*), suspension of enforcement measures, reorganisation or reduction of claims, the appointment of a temporary administrator (*administrateur provisoire*) and any similar Luxembourg or foreign proceedings affecting the rights of creditors generally.

Winding-up Proceedings means collective proceedings concerning the realisation of assets and distribution of the proceeds between the creditors or shareholders, which involve an intervention by the administrative or judicial authorities, including bankruptcy proceedings (*faillite*) and collective proceedings, which are terminated by composition or other analogous measures, whether or not they are founded on insolvency or are voluntary or compulsory, and any similar Luxembourg or foreign proceedings affecting the rights of creditors generally.

2 CONSTRUCTION

2.1 Unless otherwise stated or the context requires otherwise, any references in this Agreement to:

- (a) any document or agreement are references to that document or agreement as amended from time to time;
- (b) an **amendment** includes a supplement, novation, restatement, or re-enactment and the word **amend** and its derivatives are construed accordingly;
- (c) **including** is not construed restrictively, but means **including but without limitation or without prejudice to the generality of the foregoing**, and the word **include** and its derivatives are construed accordingly;
- (d) a **Party** or any other **person** includes its successors, assignees, transferees or novated parties;
- (e) a **person** means any individual, firm, company, corporation, government or state, or any association, trust, partnership or other entity;
- (f) a provision of law is a reference to that provision as amended or re-enacted; and
- (g) a time of day is a reference to Luxembourg CET.

2.2 English legal terms used in this Agreement should be interpreted in accordance with their Luxembourg legal equivalents.

2.3 No provision of this Agreement shall be interpreted against a Party solely on the grounds that the Party in question was responsible for the drafting of that provision.

2.4 Clause headings are for reference purposes only and references to **Clauses** are references to **Clauses** of this Agreement.

2.5 Words denoting the singular include the plural and vice versa, and words denoting either gender include the other.

3 **THE LOAN**

The Lender makes the Loan available to the Borrower, subject to the terms and conditions of this Agreement.

4 **INTEREST**

4.1 **Rate**

The Loan shall bear Interest at the Applicable Rate.

4.2 **Calculation**

Any interest accruing under this Agreement is calculated on the basis of the actual number of days elapsed and a year of 360 days.

4.3 **Interest Period**

Each interest period shall be six (6) months (the **Interest Period**). The first Interest Period shall start on the Effective Date and end on 31 December 2021. Each following Interest Period shall start on 1 July or 1 January, as applicable, in any calendar year during the term of this Agreement, and interest shall be payable on 3 July or 3 January, as applicable with the last Interest Period ending on the Maturity Date (each such date, an **Interest Payment Date**). If an Interest Payment Date would fall on a date which is not a Business Day, that Interest Payment Date will instead fall on the next Business Day.

4.4 **Payment**

The Borrower shall pay accrued interest on the Loan semi-annually on each Interest Payment Date.

Any interest accrued and due each year may be either capitalised or paid to the Lender at each Interest Payment Date, at the choice of the Borrower. Any capitalisation of interest shall be subject to the provisions of article 1154 of the Luxembourg Civil Code, which allows compounding of matured interest provided that the relevant interest relates to interest accrued during a period of an entire year.

5 **REPAYMENT AND PREPAYMENT**

5.1 The Loan, together with any outstanding accrued Interest and all other sums payable under this Agreement, must be repaid in full by the Borrower on the Maturity Date.

5.2 Notwithstanding the above, the Borrower shall be entitled at all times to pay the outstanding amount of the Loan in advance, together with any outstanding accrued Interest and all other sums payable

under this Agreement, either in whole or in part, without premium or penalty, after giving the Lender at least five (5) Business Days' notice.

5.3 The Loan shall be denominated in United States dollars (USD) and shall be payable in whole or in part in United States dollars (USD) and/or Mexican Peso (MXN) at the discretion of the Borrower. If the Loan is paid in whole or in part in Mexican Pesos (MXN), the applicable exchange rate shall be the MXN/USD spot exchange rate as reported on Bloomberg FX Fixings (BFIX) on the relevant date.

5.4 All repayments by the Borrower under this Agreement shall be made to the Lender Account on the due date, in same-day funds in United States dollars (USD). If the Lender asks for a payment in a currency other than United States dollars (USD), the applicable exchange rate shall be that given by the bank handling the transaction and approved by the Lender, or as agreed between the Parties. For the avoidance of doubt, any repayment in a currency other than United States dollars (USD) will be done at the spot exchange rate as reported on Bloomberg FX Fixings (BFIX) on the relevant payment date, unless otherwise agreed between the Parties.

5.5 All sums payable by the Borrower under this Agreement, whether in principal or otherwise, shall be paid in full, without set-off or counterclaim or any deduction for, or on account of, any present or future income or other taxes, levies, duties or other charges whatsoever, except as required by law. If the Borrower is compelled by law to make any such deduction or withholding, the Borrower shall promptly pay the Lender the additional amount it would have received had there been no such deduction or withholding.

6 COVENANTS

The Borrower covenants that as long as any sum remains payable under this Agreement, it will:

- (a) promptly advise the Lender in writing on becoming aware of:
 - (i) any Event of Default or any event which may become an Event of Default;
 - (ii) any material adverse event which may prevent the Borrower from complying with any of its obligations under this Agreement; and
- (b) supply the Lender, promptly on request, with such financial documentation as the Lender may require from time to time.

7 EVENTS OF DEFAULT

7.1 Each of the events set out in this clause is an Event of Default:

- (a) Non-payment

The Borrower does not pay on the due date any amount payable pursuant to this Agreement in the currency in which it is expressed to be payable and in the manner specified in this Agreement, unless payment is made within two (2) Business Days of that due date.

- (b) Other Obligations

The Borrower fails to comply with any provision of this Agreement (other than Clause 7.1(a) (Non-payment)), unless that failure is remedied within five (5) Business Days following the Lender's request to remedy it.

(c) Reorganisation Measures or Winding-up Proceedings

Reorganisation Measures or Winding-up Proceedings are undertaken in relation to the Borrower or its assets, or action is taken against the Borrower for fraudulent conveyancing (*action paulienne*).

(d) Creditors' Process

Any attachment, expropriation, sequestration, distress, execution or encumbrance which affects any of the Borrower's assets and is not discharged within fifteen (15) Business Days.

(e) Unlawfulness

It is or becomes unlawful for the Borrower or the Lender to perform any of their respective obligations under this Agreement.

(f) Material Adverse Change

Any material adverse change in the Borrower's business, assets or financial situation which affects its ability to comply with any or all of its obligations under this Agreement.

7.2 If an Event of Default has occurred (and irrespective of whether or not it is continuing), the Lender may, by notice to the Borrower, declare that all or part of any amount outstanding under this Agreement is immediately due and payable.

8 EVIDENCE OF DEBT

The Loan, together with any Interest accrued thereon, shall be evidenced by a Loan Account maintained by the Lender, which shall be *prima facie* evidence of the amount of the outstanding Loan and Interest accrued thereon. On request, the Lender will provide the Borrower with a copy of the Loan Account by letter, fax or email. The Borrower will inform the Lender of any error or omission within five (5) Business Days following receipt of the copy of the Loan Account.

9 NOTICES

9.1 Any notice or other communication given in connection with this Agreement shall be in writing, and unless otherwise stated, may be made by fax or electronic or registered mail (charges prepaid), or delivered in person.

9.2 For any notice or other communication given in connection with this Agreement, the address, telephone number, fax number and electronic mail address of each Party (and the department or officer, if any, to whose attention the communication should be addressed) are those identified in this Clause, or any such substitute address, telephone number, fax number and electronic mail address (and department or officer) as either Party may notify to the other, giving not less than five (5) Business Days' notice.

(a) Lender

Address: Pasea Estate, 1110 Road Town, Tortola, British Virgin Islands

Attention: Mr. Khaled Rezaie

Tel: +41 58 450 5240

Fax: +41 58 450 5270

Email address: k.rezaie@kendris.com

(b) Borrower

Address: Registered office at 8, rue de la Grève, L-1643 Luxembourg

Attention: Board of Managers

Tel: +352 28 26 39 10

Email address: vpechon@keypartners.lu

10 DELIVERY

10.1 Any notice or other communication given in connection with this Agreement shall only be effective:

- (a) if sent by fax, when received in legible form;
- (b) if mailed, on receipt or five (5) Business Days after having been mailed, whichever occurs first;
- (c) if sent by electronic mail, when actually received in readable form and confirmed by fax or ordinary mail; or
- (d) if delivered by hand, on delivery

and if a particular department or officer is specified as part of the address details provided under Clause 9.2, if addressed to that department or officer.

10.2 Any notice or other communication received or delivered in accordance with this Clause after 4.00 p.m. on a Business Day, or on a day which is not a Business Day, shall be deemed to have been received or delivered at 10.00 a.m. on the next Business Day.

11 ENGLISH LANGUAGE

11.1 Any notices or other communications given in connection with this Agreement shall be in English.

11.2 All other documents provided in connection with this Agreement shall be:

- (a) in English; or
- (b) if not in English and if so required by the other Party (acting reasonably), accompanied by a certified English translation. In this case the English translation shall prevail, unless the document is a constitutional, statutory or other official document.

12 SURVIVAL

After the termination or expiry of this Agreement, each Party shall remain bound by the provisions of this Agreement, which are meant by their nature to remain applicable, including Clause 18 (Confidentiality), Clause 23 (Governing law) and Clause 24 (Jurisdiction).

13 ASSIGNMENT

Either Party may only assign, transfer or otherwise dispose of all or part of its rights and obligations under this Agreement, with the prior written approval of the other Party.

14 COSTS AND EXPENSES

The Borrower shall bear all costs, fees, duties and other amounts arising under this Agreement, including the fees and expenses of legal advisers and any VAT thereon, in particular, expenses regarding (i) the negotiation, preparation and execution of this Agreement; (ii) the enforcement or preservation of any rights under it; and (iii) all waivers, discharges, amendments and other documents in connection therewith.

15 LIABILITY AND INDEMNITY

The Borrower shall indemnify the Lender on request against all losses, liabilities, prejudice and expenses, incurred by the Lender as a result of any default by the Borrower in the performance of its obligations under this Agreement.

16 SEVERABILITY

16.1 The illegality, invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the legality, validity or enforceability:

- (a) in that jurisdiction, of any other provision of this Agreement; or
- (b) in any other jurisdiction, of that or any other provision of this Agreement.

16.2 Any illegal, invalid or unenforceable provision shall be replaced by a new provision reflecting the intention of the Parties.

17 NO WAIVER

No failure or delay by the Lender to exercise any rights or remedies under this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights or remedies preclude any other or future exercise thereof or the exercise of any other right or remedy.

18 CONFIDENTIALITY

18.1 Each Party shall (and procures that each of its affiliates shall), keep the contents of this Agreement secret and strictly confidential, and not disclose or divulge them to any person, or enable any person not a Party to this Agreement to become aware of its contents.

18.2 Notwithstanding Clause 18.1, a Party may disclose information:

- (a) to an affiliate, if that affiliate becomes a Party to this Agreement;

- (b) to a person intending to assume the rights and obligations of that Party in accordance with this Agreement;
- (c) to its affiliates' directors, officers, employees, agents and advisers, including accountants, legal counsel and other advisers (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of the information and instructed to keep it information confidential);
- (d) at the request of any regulatory authority;
- (e) at the request of any competent court or any laws or regulations; or
- (f) in connection with the exercise of any remedies, the enforcement of any rights, or any suit, action or proceedings relating to this Agreement or any other related agreement.

provided that anyone who receives (a copy of) this Agreement grants a confidentiality undertaking which is satisfactory in form and substance to the other Party before any information is disclosed.

19 FURTHER ASSURANCES

Each Party shall do whatever the other Party deems necessary or desirable (at its sole discretion) in connection with this Agreement and the transactions contemplated thereby.

20 ENTIRE AGREEMENT

This Agreement contains the full, final and complete understanding between the Parties relating to its subject matter, and supersedes all prior negotiations, agreements, understandings or arrangements, whether written or oral.

21 AMENDMENT

This Agreement may only be amended in writing, duly signed by the authorised signatories of each Party.

22 EXECUTION

This Agreement may be executed on one or more originals of the same document, all of which taken together shall constitute one and the same agreement.

23 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Luxembourg law.

24 JURISDICTION

24.1 Any dispute arising out of or in connection with this Agreement, including a dispute regarding its existence, validity, interpretation, performance or termination (a **Dispute**), shall be subject to the exclusive jurisdiction of the courts of the City of Luxembourg.

24.2 Each Party agrees that the courts of the City of Luxembourg are the most appropriate and convenient courts to settle a Dispute, and that accordingly, neither Party will argue to the contrary.

LENDER

Fintech Investments Ltd.

/s/ Diretora Corporate Services S.A.

By: Diretora Corporate Services S.A.

Title: Director

/s/ Khaled Rezaie

By: Khaled Rezaie

Title: Director and Secretary

/s/ Daniela Duque Cardona

By: Daniela Duque Cardona

Title: Assistant Vice President

BORROWER

Aerodrome Infrastructure S.à r.l.

/s/ Khaled Rezaie

Mr. Khaled REZAIE

Class A Manager

/s/ Jean-Christophe Dauphin

Mr. Jean-Christophe DAUPHIN

Class B Manager

/s/ Valérie Pechon

Ms. Valérie PECHON

Class B Manager

/s/ Julio R. Rodriguez, JR.

Mr. Julio R. RODRIGUEZ, JR.

Class C Manager