

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 8)*

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)

4005102²

(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)

June 12, 2020

(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="checkbox"/> (b) <input checked="" type="checkbox"/>
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 United Kingdom
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 57,282,377 Series B Shares ³
	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 57,282,377 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) 14.7% Series B Shares (See Item 5)
14.	Type of Reporting Person (see instructions) IN

³ 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.

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="checkbox"/> (b) <input checked="" type="checkbox"/>
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 57,282,377 Series B Shares ⁴
	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 57,282,377 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) 14.7% Series B Shares (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

⁴ 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.

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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
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 0
	8. Shared Voting Power ⁵ 57,282,377 Series B Shares ⁶
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 57,282,377 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 57,282,377 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) 14.7% Series B Shares (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

⁵ Bagual S.à r.l. owns 19.6% of the capital stock of SETA; Grenadier S.à r.l. owns 21.5% of the capital stock of SETA; Pequod S.à r.l. owns 21.5% of the capital stock of SETA; 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.

⁶ 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.

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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
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 0
	8. Shared Voting Power ⁷ 57,282,377 Series B Shares ⁸
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 57,282,377 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 57,282,377 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) 14.7% Series B Shares (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 SETA; Grenadier S.à r.l. owns 21.5% of the capital stock of SETA; Pequod S.à r.l. owns 21.5% of the capital stock of SETA; 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.

⁸ 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.

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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
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 0
	8. Shared Voting Power ⁹ 57,282,377 Series B Shares ¹⁰
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 57,282,377 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 57,282,377 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) 14.7% Series B Shares (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

⁹ Bagual S.à r.l. owns 19.6% of the capital stock of SETA; Grenadier S.à r.l. owns 21.5% of the capital stock of SETA; Pequod S.à r.l. owns 21.5% of the capital stock of SETA; 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.

¹⁰ 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.

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) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
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 0
	8. Shared Voting Power ¹¹ 57,282,377 Series B Shares ¹²
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 57,282,377 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 57,282,377 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) 14.7% Series B Shares (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

¹¹ Bagual S.à r.l. owns 19.6% of the capital stock of SETA; Grenadier S.à r.l. owns 21.5% of the capital stock of SETA; Pequod S.à r.l. owns 21.5% of the capital stock of SETA; 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.

¹² 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.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Expansé S.à r.l.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
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 0
	8. Shared Voting Power ¹³ 57,282,377 Series B Shares ¹⁴
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 57,282,377 Series B Shares
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 57,282,377 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) 14.7% Series B Shares (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 SETA; Grenadier S.à r.l. owns 21.5% of the capital stock of SETA; Pequod S.à r.l. owns 21.5% of the capital stock of SETA; Harpoon S.à r.l. owns 20.4% of the capital stock of SETA and Expansé S.à r.l. owns 17.1% of the capital stock of SETA.

¹⁴ 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.

CUSIP No. Not Applicable	
1.	Names of Reporting Persons. Servicios de Tecnologia Aeroportuaria, S.A. de C.V.
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
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 ¹⁵
	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 57,282,377 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) 14.7% Series B Shares (See Item 5)
14.	Type of Reporting Person (see instructions) HC, CO

¹⁵ 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.

Item 1. Security and Issuer

This Amendment No. 8 (the “Eighth Amendment”) amends the Schedule 13D filed with the Securities and Exchange Commission on November 1, 2007 (the “Schedule 13D”), as subsequently amended, by Empresas ICA, S.A.B. de C.V. (“ICA”), Controladora de Operaciones de Infraestructura, S.A. de C.V. (“CONOISA”) (as successor in interest to Aeroinvest, S.A. de C.V. (“Aeroinvest”)) and 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.

Item 2. Identity and Background

Item 2 is amended and restated in its entirety as follows:

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”) (each a “Reporting Person” and together the “Reporting Persons”) are filing this Schedule 13D.

None of the Reporting Persons have, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

David Martinez

David Martínez is the sole shareholder of FH. David Martinez is a citizen of the United Kingdom and his principal business address is 375 Park Avenue, New York, NY 10152. The present principal occupation of David Martinez is Chairman of the Board and Special Director of Fintech Advisory Inc. and the principal business address of Fintech Advisory Inc. is 375 Park Avenue, New York, NY 10152.

Fintech Holdings

The purpose of FH is to participate and assist in the investment in securities of sovereign and private entities primarily in emerging markets. The principal place of business of FH is 375 Park Avenue, 38th Floor, New York, NY 10152. FH was incorporated on April 16, 2019 and is wholly owned by David Martinez. Bagual, Grenadier, Pequod, Harpoon and Expanse are wholly-owned subsidiaries of FH.

Bagual

The purpose of Bagual is to hold investments by FH. The registered office of Bagual is located at 10, rue Mathias Hardt, L-1717 Luxembourg, Grand Duchy of Luxembourg. The telephone number at which Bagual’s principal executive offices can be reached is +352 26 34 36 73. Bagual, which was formed on November 23, 2017, is a private limited liability company (*société à responsabilité limitée*) under the laws of the Grand Duchy of Luxembourg. Bagual is a wholly-owned subsidiary of FH.

Grenadier

The purpose of Grenadier is to hold investments by FH. The registered office of Grenadier is located at 51, Boulevard Grande Duchesse Charlotte, L-1331 Luxembourg, Grand Duchy of Luxembourg.. The telephone number at which Grenadier principal executive offices can be reached is +352 28 26 39 10. Grenadier, which was formed on November 23, 2017, is a private limited liability company (*société à responsabilité limitée*) under the laws of the Grand Duchy of Luxembourg. Grenadier is a wholly-owned subsidiary of FH.

Pequod

The purpose of Pequod is to hold investments by FH. The registered office of Pequod is located at 124, Boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg. The telephone number at which Pequod principal executive offices can be reached is +352 621 889 664. Pequod, which was formed on November 23, 2017, is a private limited liability company (*société à responsabilité limitée*) under the laws of the Grand Duchy of Luxembourg. Pequod is a wholly-owned subsidiary of FH.

Harpoon

The purpose of Harpoon is to hold investments by FH. The registered office of Harpoon is located at 11-13 Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg. The telephone number at which Harpoon principal executive offices can be reached is +352 26 27 43 1. Harpoon, which was formed on October 4, 2018, is a private limited liability company (*société à responsabilité limitée*) under the laws of the Grand Duchy of Luxembourg. Harpoon is a wholly-owned subsidiary of FH.

Expansé

The purpose of Expansé is to hold investments by FH. The registered office of Expansé is located at 2c, Rue Nicolas Bové, L-1253 Luxembourg, Grand Duchy of Luxembourg. The telephone number at which Expansé principal executive offices can be reached is +352 27 40 39 32 61. Expansé, which was formed on December 16, 2019, is a private limited liability company (*société à responsabilité limitée*) under the laws of the Grand Duchy of Luxembourg. Expansé is a wholly-owned subsidiary of FH.

Each of the foregoing persons may be deemed to have the power to vote or to dispose of 100% of the Series B Shares owned by SETA.

Item 4. Purpose of Transaction

Item 4 is amended by adding the following:

Reorganization

Prior to June 12, 2020 SETA was a wholly-owned subsidiary of ICA Tenedora, S. A. de C.V. (“**ICATEN**”). On June 10, 2020, each of Bagual, Grenadier, Pequod, Harpoon and Expansé entered into a Stock Purchase Agreement with ICATEN and in the case of Bagual, a Stock Purchase Agreement with each of ICATEN and ICA Infraestructura, S.A. de C.V. (a subsidiary of ICATEN), to purchase collectively 100% of the capital stock of SETA. Harpoon and Expansé each obtained financing from an affiliate which was used to pay the purchase price for the shares to ICATEN, with the balance at Harpoon being paid in cash. Each of Bagual, Grenadier and Pequod paid cash. The aggregate purchase price for the SETA shares was 5.47 Mexican pesos per share for 862,703,377 shares.

As a result, David Martínez, FH, Bagual, Grenadier, Pequod, Harpoon, and Expansé may be deemed to have the power to vote or to dispose of, indirectly through SETA, 7,516,377 Series B Shares, or 1.9% of the Issuer’s outstanding capital stock and 100% of the 49,766,000 Series BB shares of the Issuer which represent 12.8% of the Issuer’s outstanding capital stock, and together with the Series B Shares, 14.7% of the Issuer’s outstanding capital stock.

Intentions Relating to the Series B Shares

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.

In addition, the Reporting Persons have considered from time to time making a tender offer, in Mexico or globally, for an additional minority interest in the shares of the Issuer, subject to obtaining the requisite regulatory approvals, market conditions and the availability of satisfactory financing, and they may consider such a transaction again. As of the date of this Eighth Amendment, the Reporting Persons are not proceeding with any tender offer.

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%	57,282,377	14.7%	57,282,377	14.7%
FH(3)	0	0%	57,282,377	14.7%	57,282,377	14.7%
Bagual(4)	0	0%	57,282,377	14.7%	57,282,377	14.7%
Grenadier(4)	0	0%	57,282,377	14.7%	57,282,377	14.7%
Pequod(4)	0	0%	57,282,377	14.7%	57,282,377	14.7%
Harpoon(4)	0	0%	57,282,377	14.7%	57,282,377	14.7%
Expanse(4)	0	0%	57,282,377	14.7%	57,282,377	14.7%
SETA(5)	57,282,377	14.7%	0	0%	57,282,377	14.7%

(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, 2020, 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. Consequently, David Martínez may be deemed to have the power to vote or to dispose of all Series B Shares directly owned by SETA.

(3) SETA 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.

(4) Bagual, Grenadier, Pequod, Harpoon, and Expanse collectively own 100% of the capital stock of SETA. 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. The shares directly owned by SETA are considered shared as to voting and dispositive power because 19.7% of the capital stock of SETA 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”).

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

(c) No transactions in Series B Shares were effected by the Reporting Persons during the 60 day period ended September 14, 2020.

(d) Not applicable.

(e) Not applicable.

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

Other than as described in Item 4 above, which is incorporated herein by reference, and in the agreements attached as exhibits hereto, to the best knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder’s fees, joint ventures, loan or option.

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
8	Stock Purchase Agreement dated as of June 10, 2020 among ICA Tenedora, S.A. de C.V.; ICA Infraestructura, S.A. de C.V. and Bagual S.à r.l.
9	Stock Purchase Agreement dated as of June 10, 2020 between ICA Tenedora, S.A. de C.V. and Grenadier S.à r.l.
10	Stock Purchase Agreement dated as of June 10, 2020 between ICA Tenedora, S.A. de C.V. and Pequod S.à r.l.
11	Stock Purchase Agreement dated as of June 10, 2020 between ICA Tenedora, S.A. de C.V. and Harpoon S.à r.l.
12	Stock Purchase Agreement dated as of June 10, 2020 between ICA Tenedora, S.A. de C.V. and Expanse S.à r.l.
13	Loan Agreement dated as of June 12, 2020 between Fintech Investments Ltd. and Expanse S.à r.l.
14	Loan Agreement dated as of June 12, 2020 between Fintech Investments Ltd. and Harpoon S.à r.l.

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: September 14, 2020

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

CONTRATO DE COMPRAVENTA DE ACCIONES DE FECHA 10 DE JUNIO DE 2020 (EL “CONTRATO”), QUE CELEBRAN POR UNA PARTE ICA TENEDORA, S.A. DE C.V. (“ICATEN”) Y ICA INFRAESTRUCTURA, S.A. DE C.V. (“ICAIN”) Y, EN CONJUNTO CON ICATEN, LOS “VENDEDORES”), Y POR LA OTRA BAGUAL S.À.R.L. (EL “COMPRADOR” Y, EN CONJUNTO CON LOS VENDEDORES, LAS “PARTES”), CON EL CONSENTIMIENTO Y ACUERDO DE SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (LA “SOCIEDAD”), DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

I. CADA UNO DE LOS VENDEDORES

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para vender las Acciones (según dicho término se define más adelante) al Comprador.

(B) Su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) Que ICATEN es el único y legítimo titular de 169,302,410 (ciento sesenta y nueve millones trescientas dos mil cuatrocientas diez) acciones ordinarias, nominativas, con valor nominal de \$1.00 M.N. (un peso 00/100 Moneda Nacional) cada una, de las cuales 99,999 (noventa y nueve mil novecientas noventa y nueve) acciones pertenecen a la Serie A, representativas de la parte fija del capital social de la Sociedad, y 169,202,411 (ciento sesenta y nueve millones doscientas dos mil cuatrocientas once) acciones pertenecen a la Serie B, representativas de la parte variable del

STOCK PURCHASE AGREEMENT DATED AS OF JUNE 10, 2020 (THIS “AGREEMENT”), ENTERED INTO BY AND BETWEEN ICA TENEDORA, S.A. DE C.V. (“ICATEN”) AND ICA INFRAESTRUCTURA, S.A. DE C.V. (“ICAIN” AND, TOGETHER WITH ICATEN, THE “SELLERS”); AND BAGUAL S.À.R.L. (THE “PURCHASER” AND, TOGETHER WITH THE SELLERS, THE “PARTIES”), WITH THE ACKNOWLEDGEMENT AND AGREEMENT OF SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (THE “COMPANY”) PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

REPRESENTATIONS

I. EACH OF THE SELLERS

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to sale the Shares (as defined below) to the Purchaser hereunder.

(B) The Seller represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) That ICATEN is the sole and legitimate holder of 169,302,410 (one hundred sixty nine million three hundred and two thousand four hundred and ten) common shares that are nominative, with par value of MXN\$1.00 (one peso 00/100 Legal currency in the United Mexican States) each, of which 99,999 (ninety nine thousand nine hundred and ninety nine) shares are Series A, representing the fixed portion of the capital stock of the Company, and 169,202,411 (one hundred sixty nine million two hundred and two thousand four hundred and eleven) shares are Series B,

capital social de la Sociedad amparadas en los títulos definitivos de acciones No. 11 y 42 (las "**Acciones ICATEN**") y que ICAIN es el único y legítimo titular de 1 (una) acción ordinaria, nominativa, con valor nominal de \$1.00 M.N. (un peso 00/100 Moneda Nacional), de la Serie A, representativa de la parte fija del capital social de la Sociedad amparada en el título definitivo de acciones No. 12 (la "**Acción ICAIN**") y, en conjunto con las Acciones ICATEN, las "**Acciones**").

(D) Las Acciones se encuentran libres de gravámenes y/o limitaciones de dominio.

(E) Los Vendedores entienden que el Comprador celebrará el presente Contrato con base en las declaraciones de los Vendedores contenidas en el presente Contrato.

II. EL COMPRADOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de Luxemburgo. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para ser el beneficiario de la compra de las Acciones materia del presente Contrato.

(B) Que conoce y se ha cerciorado a su satisfacción de los términos y condiciones de los estatutos de la Sociedad, la información que ha recibido de los Vendedores, aquella revelada por la Sociedad, y de la posición financiera, contable, legal y de negocios de la Sociedad.

(C) Que entiende que los Vendedores celebrarán el presente Contrato con base en las declaraciones del Comprador contenidas en el presente Contrato.

III. LA SOCIEDAD

(A) Que es una sociedad legalmente

representing the variable portion of the capital stock of the Company documented in the definitive stock certificates No. 11 and 42 (the "**ICATEN Shares**") and that ICAIN is the sole and legitimate holder of 1 (one) common share that is nominative, with par value of MXN\$1.00 (one peso 00/100 Legal currency in the United Mexican States), Series A, representing the fixed portion of the capital stock of the Company, documented in the definitive stock certificate No. 12 (the "**ICAIN Share**") and, together with the ICATEN Shares, the "**Shares**").

(D) The Shares are free and clear of any liens and is the record and beneficial owner thereof.

(E) The Sellers understand and acknowledge that the Purchaser will rely on the representations and warranties contained herein.

II. THE PURCHASER

Is an entity duly organized, validly existing and in good standing under the laws of the Luxembourg. The Purchaser has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to be the beneficiary of the Shares transferred hereunder.

(B) The Purchaser represents that it has full knowledge and has confirmed to its satisfaction the terms and conditions of the by-laws of the Company, the information that has received from Sellers, information disclosed by the Company, and the financial, accounting, legal and business position of the Company.

(C) The Purchaser understands and acknowledges that the Sellers will rely on the representations and warranties contained herein.

III. THE COMPANY

(A) It is an entity duly organized, validly

constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato.

(B) Que su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) La Sociedad es propietaria de 49,766,000 (cuarenta y nueve millones setecientos sesenta y seis mil) acciones de la Serie BB y 7,516,377 (siete millones quinientas dieciséis mil trescientas setenta y siete) acciones de la Serie B representativas del capital social de Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) Que es su voluntad comparecer al presente Contrato para tomar conocimiento respecto de la compraventa de las Acciones.

(E) Mediante la suscripción del presente, la Sociedad en este acto manifiesta su consentimiento y conformidad con los actos contenidos en el presente Contrato.

III. LAS PARTES

(A) Las Partes declaran que se reconocen mutuamente la personalidad y capacidad jurídica con que comparecen a celebrar el presente Contrato y manifiestan que no existe en su celebración error, dolo, mala fe ni ningún otro vicio del consentimiento que pueda invalidarlo, y de conformidad otorgan las siguientes:

CLÁUSULAS

PRIMERA. Compraventa de Acciones. De conformidad con los términos y sujeto a las condiciones establecidas en el presente, el Comprador, en este acto acuerda comprar y los Vendedores en este acto acuerdan vender, ceder, transferir y entregar al Comprador a más tardar en la Fecha de Cierre (según dicho término se define más adelante) la totalidad de las Acciones.

SEGUNDA. Precio y Pago del Precio de Compra. El precio de compra de las Acciones será

existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement.

(B) The Company represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The company owns 49,766,000 (forty-nine million seven hundred and sixty-six thousand) Series BB shares and 7,516,377 (seven million five hundred sixteen thousand three hundred and seventy seven) Series B shares representative of the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) That it desires to participate in this Agreement to acknowledge of the sale of the Shares.

(E) Through the execution hereof, the Company hereby acknowledges and agrees on the actions contained herein.

III. THE PARTIES

(A) The Parties represent that they mutually acknowledge their power and authority and legal capacity to execute this Agreement and represent that in executing this Agreement there has been no error, deceit, bad faith or any other defect in their consent that might serve to invalidate this Agreement, and therefore agree to the following:

CLAUSES

FIRST. Stock Purchase and Assignment. Upon the terms and subject to the conditions set forth herein, the Purchaser hereby agrees to purchase and Sellers hereby agree to sell, assign, transfer and deliver to the Purchaser on the Closing Date (as defined below) all of the Shares.

SECOND. Price and Consideration. The purchase price for the Shares will be

la cantidad de \$5.47 M.N. (cinco pesos 47/100 Moneda Nacional) por Acción (el "**Precio de Compra**"). A más tardar dentro de los 60 días contados a partir de la Fecha de Cierre (la "**Fecha de Pago**"), el Comprador deberá pagar a los Vendedores el Precio de Compra mediante transferencia electrónica de fondos inmediatamente disponibles a las siguientes cuentas bancarias:

ICATEN:

Cuenta:
CLABE:
Banco: CITI-Banamex

ICAIN:

Cuenta:
CLABE:
Banco: HSBC México

Las Partes acuerdan que, a elección del Comprador, el Precio de Compra podrá ser pagado a ICATEN en Dólares al tipo de cambio "spot" para la compra de Dólares utilizado como referencia en el mercado de compraventa de divisas de Nueva York a, o aproximadamente a, las 11:00AM (Hora del Este de Estados Unidos) prevaleciente el día hábil inmediato anterior a la Fecha de Pago y según se evidencie en una impresión de pantalla que refleje el tipo de cambio aplicable para el pago del Precio de Compra que sea enviado por el Comprador a ICATEN, mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta bancaria:

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA
DE CV

TERCERA. Cierre. Las Partes acuerdan que la consumación de la compraventa de las Acciones (el "**Cierre**") deberá llevarse a cabo dentro de los 10 (diez) días hábiles siguientes a la fecha del presente Contrato, o la otra fecha que se acuerde entre las Partes (la "**Fecha de Cierre**"). El Cierre tendrá lugar en las oficinas de Mijares, Angoitia,

MXN\$5.47 (five pesos 47/100 Mexican Currency) per Share (the "**Purchase Price**"). No later than 60 days from the Closing Date (the "**Payment Date**"), the Purchaser shall pay Sellers the Purchase Price by wire transfer of immediately available funds to the following accounts:

ICATEN:

Account:
CLABE:
Bank: CITI-Banamex

ICAIN:

Account:
CLABE:
Bank: HSBC México

The Parties agree that the Purchaser may elect to pay the Purchase Price to ICATEN in Dollars at the spot rate of exchange for the purchase of Dollars used as reference in the New York foreign exchange market at or about 11:00A.M. (Eastern Standard Time) prevailing on the business day immediately prior to the Payment Date and as evidenced by a screenshot of the applicable exchange rate for the payment of the Purchase Price delivered by Purchaser to ICATEN, by wire transfer of immediately available funds to the following account:

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA
DE CV

THIRD. Closing. The Parties agree that the consummation of the sale and purchase of the Shares (the "**Closing**") shall take place within the following 10 (ten) business days as of the date hereof, or such other date as may be agreed separately by the Parties (the "**Closing Date**"). The Closing shall be held at the offices of

Cortés y Fuentes, S.C. ubicadas en Javier Barros Sierra No. 540, Piso 4, Colonia Santa Fe, C.P. 01210, Ciudad de México, México, o en aquel otro lugar que las Partes acuerden por escrito.

CUARTA. Acciones en el Cierre.

(a) En la Fecha de cierre los Vendedores deberán entregar o hacer que se entregue al Comprador los títulos de acciones que amparen las Acciones debidamente endosados en propiedad al Comprador.

(b) En la Fecha de Pago, el Comprador deberá entregar a los Vendedores el pago del Precio de Compra en términos del Anexo "A" y una copia de la confirmación de dicho pago emitida por el banco respectivo.

Cada una de las Partes se obliga a llevar a cabo los actos que fueren necesarios o convenientes para dar cumplimiento al presente Contrato y perfeccionar el Cierre en los términos aquí acordados.

QUINTA. Impuestos, Costos y Gastos. Las Partes convienen que todos los impuestos derivados del Cierre, deberán ser pagados por la parte que legamente esté obligada a pagar dicho impuesto conforme a las disposiciones aplicables. Todos los costos y gastos incurridos en relación con los actos previstos en el presente Contrato serán responsabilidad de la Parte que los incurra.

SEXTA. Indemnización. Los Vendedores declaran al Comprador que la Sociedad se encuentra en cumplimiento de toda la legislación aplicable y no tiene contingencia o pasivo no divulgado alguno de cualquier naturaleza, y no es parte o sujeto de un litigio o de cualquier otro procedimiento, ya sea administrativo o de cualquier naturaleza. Los Vendedores estarán obligados a indemnizar y sacar en paz y a salvo al Comprador por cualesquier daños o perjuicios derivados de cualquier acto previo a esta fecha o por cualquier imprecisión o falsedad en las declaraciones de los Vendedores o la Sociedad contenidas en el presente.

Mijares, Angoitia, Cortés y Fuentes, S.C. located at Javier Barros Sierra No. 540, 4th Floor, Colonia Santa Fe, C.P. 01210, Mexico City, Mexico, or such other place as the Parties may mutually agree in writing.

FOURTH. Actions at Closing.

(a) At the Closing Sellers shall deliver or cause to be delivered to the Purchaser the share certificates representing the Shares duly endorsed to Purchaser.

(b) On the Payment Date, the Purchaser shall deliver to Sellers, payment of the Purchase Price as described in in Annex "A" hereto and a copy of the confirmation of the relevant payment issued by the relevant bank.

Each of the Parties agrees to carry out any actions that may be necessary or convenient to comply with this Agreement and perfect the Closing in the terms hereby.

FIFTH. Taxes, Costs and Expenses. The Parties hereto agree that all the taxes arising from the Closing, shall have to be paid by the party that is legally bound to pay such tax pursuant to the applicable provisions related with the transfer of the Shares. The costs and expenses incurred in connection with the assignment of the Shares will be exclusively borne by the Party that incurs on them.

SIXTH. Indemnification. Sellers hereby represent and warrant to Purchaser that the Company has complied with all applicable laws and has no contingencies or undisclosed liabilities whatsoever of any nature, and is not subject to any litigation or other type of administrative or other proceeding. Sellers shall indemnify and hold the Purchaser harmless for any losses or damages resulting from any actions taken prior to the date hereof or from any of the representations by Sellers or the Company in this Agreement being inaccurate, false or incorrect in any way.

SÉPTIMA. Misceláneos. (a) Modificaciones. Este Contrato o las obligaciones que de éste derivan no podrán ser modificados, terminados o renunciados salvo mediante convenio por escrito firmado por todas las Partes.

(b) Notificaciones. Todas las notificaciones y otras comunicaciones entre las Partes relacionadas con este Contrato deberán realizarse por escrito y a los siguientes domicilios:

A los Vendedores:

Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 52729991
Correo electrónico: prospero.ortega@ica.mx

Al Comprador:

Bagual S.À.R.L.
10, Rue Mathias Hardt
L-1717 Luxembourg
Gran Ducado de Luxemburgo
Atención: Johannes Laurens de Zwart

Ccp:

KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Suiza
Atención: Khaled Rezaie

A la Sociedad:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 5272 9991
Correo electrónico: ricardo.ibarra@ica.mx

Las notificaciones entregadas personalmente o por servicio de mensajería especializada se

SEVENTH. Miscellaneous. (a) Modifications. This Agreement, and the obligations arising thereunder, shall not be modified, terminated or waived, unless such modification, termination or waiver is in a writing signed by all Parties.

(b) Notifications. All notifications and other communications between the Parties in connection with this Agreement shall be made in writing to the following addresses:

To the Sellers:

Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 52729991
E-mail: prospero.ortega@ica.mx

To the Purchaser:

Bagual S.À.R.L.
10, Rue Mathias Hardt
L-1717 Luxembourg
Grand Duchy of Luxembourg
Attn: Johannes Laurens de Zwart

c/o

KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Switzerland
Attn: Khaled Rezaie

To the Company:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 5272 9991
E-mail: ricardo.ibarra@ica.mx

The notifications delivered personally or by specialized messaging service will be

considerarán recibidas en la fecha en que sean entregadas. Las notificaciones transmitidas por facsímil se considerarán entregadas cuando sean transmitidas al destinatario.

Cada una de las Partes podrá, mediante notificación por escrito dirigida a las otras Partes, cambiar su domicilio o la persona a quien deban dirigirse las notificaciones y comunicaciones relacionadas con este Contrato.

(c) **Cesión.** Este Contrato es vinculante para sus Partes y sus respectivos sucesores o cesionarios permitidos. Ninguna de las Partes podrá, en momento alguno, ceder, transferir o gravar cualquiera de sus derechos o delegar cualquiera de sus obligaciones derivadas de este Contrato, salvo con el consentimiento previo y por escrito de la otra Parte.

NOVENA. Ley Aplicable y Jurisdicción. Para la interpretación, cumplimiento y ejecución del presente Contrato, las Partes se someten expresa e irrevocablemente a la jurisdicción de los tribunales competentes en la Ciudad de México, México, y renuncian de manera irrevocable a cualquier otra jurisdicción que pudiera corresponderles por razón de su domicilio presente o futuro o por cualquier otra causa.

DÉCIMA. Idioma. Este Contrato se firma en versiones en español e inglés, en el entendido, que la versión en español deberá prevalecer.

EN TESTIMONIO DE LO ANTERIOR, las Partes del presente Contrato han celebrado el mismo y lo han firmado a través de sus representantes debidamente autorizados para ello, en la fecha contenida en el proemio de este Contrato.

considered as received on the date on which they are given. The notifications issued by facsimile will be considered given when they are transmitted to the recipient.

Each Party may, through a written notification delivered to the other Parties, change its address or the person to whom the notifications and communications shall be delivered, in connection with this Agreement.

(c) **Assignment.** This Agreement is binding on its Parties and their respective permitted successors or assignees. None of the Parties shall, at any time, assign transfer or lien any of its rights or delegate any of its obligations arising from this Agreement, except with the prior written consent of the other Party.

NINTH. Applicable Law and Jurisdiction. For the interpretation, performance and enforcement of this Agreement, the Parties hereby irrevocably submit to the jurisdiction of the competent courts of Mexico City, Mexico, and hereby irrevocably waive any other jurisdiction that may apply to them for reason of their present or future domicile or for any other reason.

TENTH. Language. This Agreement is executed in both English and Spanish versions, provided that, the Spanish version shall prevail.

IN WITNESS WHEREOF, the parties hereto have themselves executed or caused this Agreement to be executed by their authorized representatives as of the date first above written.

[siguen hojas de firma / signature pages to follow]

**LOS VENDEDORES / SELLERS
ICA TENEDORA, S.A. DE C.V.**

/s/ Próspero Antonio Ortego Casto

Nombre / By: Próspero Antonio Ortego Casto

Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ Josė Bernardo Casas Godoy

Nombre / By: Josė Bernardo Casas godoy

Cargo / Title: Apoderado Legal / Attorney-in-fact

ICA INFRAESTRUCTURA, S.A. DE C.V.

/s/ Próspero Antonio

Nombre / By: Próspero Antonio

Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ Josė Bernardo Casas Godoy

Nombre / By: Josė Bernardo Casas Godoy

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de e ICA Infraestructura, S.A. de C.V., como vendedores, Bagual S.À.R.L., coma comprador, con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., and ICA Infraestructura S.A. de C.V., as sellers, Bagual S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

**EL COMPRADOR / PURCHASER
BAGUAL S.À.R.L.**

/s/ Julio R. Rodriguez, Jr.

Nombre / By: Julio R. Rodriguez, Jr.

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V. e ICA Infraestructura, S.A. de C.V., como vendedores, Bagual S.À.R.L., como comprador; con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C. V. and ICA Infraestructura, S.A. de C. V., as sellers, Bagual S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

LA SOCIEDAD / THE COMPANY
SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.

/s/ Ricardo Ibarra García Parra

Nombre / By: Ricardo Ibarra García Parra

Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ Rodolfo Noble Medina

Nombre / By: Rodolfo Noble Medina

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V. e ICA Infraestructura, S.A. de CV, como vendedores, Bagual S.Á.R.L., como comprador; con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C. V. and ICA Infraestructura, S.A. de C.V., as sellers, Bagual S.Á.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

Distribución del Precio de CompraPurchase Price allocation

El Comprador adquirirá el número de Acciones que a continuación se indica y pagará el Precio de Compra a cada Vendedor en la misma proporción:

The Purchaser will acquire the following number of Shares and will pay to each Seller the corresponding proportion of the Purchase Price:

Vendedor / Seller	Número de acciones Serie A / Number of Series A Shares	Número de acciones Serie B / Number of Series B Shares	Precio de Compra / Purchase Price
ICATEN	99,999	169,202,411	MXN\$926,084,182.70
ICAIN	1	–	MXN\$5.47
Total:	100,000	169,202,411	MXN\$926,084,188.17

CONTRATO DE COMPRAVENTA DE ACCIONES DE FECHA 10 DE JUNIO DE 2020 (EL “CONTRATO”), QUE CELEBRAN POR UNA PARTE ICA TENEDORA, S.A. DE C.V. (EL “VENDEDOR”), Y POR LA OTRA GRENADIER S.À.R.L. (EL “COMPRADOR”) Y, EN CONJUNTO CON EL VENDEDOR, LAS “PARTES”), CON EL CONSENTIMIENTO Y ACUERDO DE SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (LA “SOCIEDAD”), DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

I. EL VENDEDOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para vender las Acciones (según dicho término se define más adelante) al Comprador.

(B) Su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) Declara el Vendedor que es el único y legítimo titular de 185,076,426 (ciento ochenta y cinco millones setenta y seis mil cuatrocientas veintiséis) acciones ordinarias, nominativas, con valor nominal de \$1.00 M.N. (un peso 00/100 Moneda Nacional) cada una, de la Serie B, representativas de la parte variable del capital social de la Sociedad amparadas en el título definitivo de acciones No. 44 (las “**Acciones**”).

(D) Las Acciones se encuentran libres de gravámenes y/o limitaciones de dominio.

(E) El Vendedor entiende que el Comprador celebrará el presente Contrato con base en las declaraciones del Vendedor contenidas en el presente Contrato.

STOCK PURCHASE AGREEMENT DATED AS OF JUNE 10, 2020 (THIS “AGREEMENT”), ENTERED INTO BY AND BETWEEN ICA TENEDORA, S.A. DE C.V. (THE “SELLER”); AND GRENADIER S.À.R.L. (THE “PURCHASER”) AND, TOGETHER WITH THE SELLER, THE “PARTIES”), WITH THE ACKNOWLEDGEMENT AND AGREEMENT OF SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (THE “COMPANY”) PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

REPRESENTATIONS

I. THE SELLER

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to sale the Shares (as defined below) to the Purchaser hereunder.

(B) The Seller represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The Seller represents that it is the sole and legitimate holder of 185,076,426 (one hundred eighty five million seventy six thousand four hundred twenty six) common shares that are nominative, with par value of MXN\$1.00 (one peso 00/100 Legal currency in the United Mexican States) each, Series B, representing the variable portion of the capital stock of the Company documented in the definitive stock certificate No. 44 (the “**Shares**”).

(D) The Shares are free and clear of any liens and is the record and beneficial owner thereof.

(E) The Seller understands and acknowledges that the Purchaser will rely on the representations and warranties contained herein.

II. EL COMPRADOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de Luxemburgo. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para ser el beneficiario de la compra de las Acciones materia del presente Contrato.

(B) Que conoce y se ha cerciorado a su satisfacción de los términos y condiciones de los estatutos de la Sociedad, la información que ha recibido del Vendedor, aquella revelada por la Sociedad, y de la posición financiera, contable, legal y de negocios de la Sociedad.

(C) Que entiende que el Vendedor celebrará el presente Contrato con base en las declaraciones del Comprador contenidas en el presente Contrato.

III. LA SOCIEDAD

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato.

(B) Que su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) La Sociedad es propietaria de 49,766,000 (cuarenta y nueve millones setecientas sesenta y seis mil) acciones de la Serie BB y 7,516,377 (siete millones quinientas dieciséis mil trescientas setenta y siete) acciones de la Serie B representativas del capital social de Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) Que es su voluntad comparecer al presente Contrato para tomar conocimiento respecto de la compraventa de las Acciones.

(E) Mediante la suscripción del presente, la Sociedad en este acto manifiesta su consentimiento y conformidad con los actos contenidos en el presente Contrato.

II. THE PURCHASER

(A) Is an entity duly organized, validly existing and in good standing under the laws of the Luxembourg. The Purchaser has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to be the beneficiary of the Shares transferred hereunder.

(B) The Purchaser represents that it has full knowledge and has confirmed to its satisfaction the terms and conditions of the by-laws of the Company, the information that has received from Seller, information disclosed by the Company, and the financial, accounting, legal and business position of the Company.

(C) The Purchaser understands and acknowledges that the Seller will rely on the representations and warranties contained herein.

III. THE COMPANY

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement.

(B) The Company represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The company owns 49,766,000 (forty-nine million seven hundred and sixty-six thousand) Series BB shares and 7,516,377 (seven million five hundred sixteen thousand three hundred and seventy seven) Series B shares representative of the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) That it desires to participate in this Agreement to acknowledge of the sale of the Shares.

(E) Through the execution hereof, the Company hereby acknowledges and agrees on the actions contained herein.

III. LAS PARTES

(A) Las Partes declaran que se reconocen mutuamente la personalidad y capacidad jurídica con que comparecen a celebrar el presente Contrato y manifiestan que no existe en su celebración error, dolo, mala fe ni ningún otro vicio del consentimiento que pueda invalidarlo, y de conformidad otorgan las siguientes:

CLÁUSULAS

PRIMERA. Compraventa de Acciones. De conformidad con los términos y sujeto a las condiciones establecidas en el presente, el Comprador, en este acto acuerda comprar y el Vendedor en este acto acuerda vender, ceder, transferir y entregar al Comprador a más tardar en la Fecha de Cierre (según dicho término se define más adelante) la totalidad de las Acciones.

SEGUNDA. Precio y Pago del Precio de Compra. El precio de compra de las Acciones será la cantidad de \$5.47 M.N. (cinco pesos 47/100 Moneda Nacional) por Acción (el "**Precio de Compra**"). A más tardar dentro de los 60 días contados a partir de la Fecha de Cierre (la "**Fecha de Pago**"), el Comprador deberá pagar al Vendedor el Precio de Compra mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta bancaria:

Cuenta:
CLABE:
Banco: CITI-Banamex

Las Partes acuerdan que, a elección del Comprador, el Precio de Compra podrá ser pagado en Dólares al tipo de cambio "spot" para la compra de Dólares utilizado como referencia en el mercado de compraventa de divisas de Nueva York a, o aproximadamente a, las 11:00AM (Hora del Este de Estados Unidos) prevaleciente el día hábil inmediato anterior a la Fecha de Pago y según se evidencie en una impresión de pantalla que refleje el tipo de cambio aplicable para el pago del Precio de Compra que sea enviado por el Comprador al Vendedor, mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta bancaria:

III. THE PARTIES

(A) The Parties represent that they mutually acknowledge their power and authority and legal capacity to execute this Agreement and represent that in executing this Agreement there has been no error, deceit, bad faith or any other defect in their consent that might serve to invalidate this Agreement, and therefore agree to the following:

CLAUSES

FIRST. Stock Purchase and Assignment. Upon the terms and subject to the conditions set forth herein, the Purchaser hereby agrees to purchase and Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser on the Closing Date (as defined below) all of the Shares.

SECOND. Price and Consideration. The purchase price for the Shares will be MXN\$5.47 (five pesos 47/100 Mexican Currency) per Share (the "**Purchase Price**"). No later than 60 days from the Closing Date (the "**Payment Date**"), the Purchaser shall pay Seller the Purchase Price by wire transfer of immediately available funds to the following account:

Account:
CLABE:
Bank: CITI-Banamex

The Parties agree that the Purchaser may elect to pay the Purchase Price in Dollars at the spot rate of exchange for the purchase of Dollars used as reference in the New York foreign exchange market at or about 11:00A.M. (Eastern Standard Time) prevailing on the business day immediately prior to the Payment Date and as evidenced by a screenshot of the applicable exchange rate for the payment of the Purchase Price delivered by Purchaser to Seller, by wire transfer of immediately available funds to the following account:

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA DE
CV

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA DE
CV

TERCERA. Cierre. Las Partes acuerdan que la consumación de la compraventa de las Acciones (el "**Cierre**") deberá llevarse a cabo dentro de los 10 (diez) días hábiles siguientes a la fecha del presente Contrato, o la otra fecha que se acuerde entre las Partes (la "**Fecha de Cierre**"). El Cierre tendrá lugar en las oficinas de Mijares, Angoitia, Cortés y Fuentes, S.C. ubicadas en Javier Barros Sierra No. 540, Piso 4, Colonia Santa Fe, C.P. 01210, Ciudad de México, México, o en aquel otro lugar que las Partes acuerden por escrito.

CUARTA. Acciones en el Cierre.

(a) En la Fecha de cierre el Vendedor deberá entregar o hacer que se entregue al Comprador los títulos de acciones que amparen las Acciones debidamente endosados en propiedad al Comprador.

(b) En la Fecha de Pago, el Comprador deberá entregar al Vendedor el pago del Precio de Compra y una copia de la confirmación de dicho pago emitida por el banco respectivo.

Cada una de las Partes se obliga a llevar a cabo los actos que fueren necesarios o convenientes para dar cumplimiento al presente Contrato y perfeccionar el Cierre en los términos aquí acordados.

QUINTA. Impuestos, Costos y Gastos. Las Partes convienen que todos los impuestos derivados del Cierre, deberán ser pagados por la parte que legamente esté obligada a pagar dicho impuesto conforme a las disposiciones aplicables. Todos los costos y gastos incurridos en relación con los actos previstos en el presente Contrato serán responsabilidad de la Parte que los incurra.

SEXTA. Indemnización. El Vendedor declara al Comprador que la Sociedad se encuentra en cumplimiento de toda la legislación aplicable y no tiene contingencia o pasivo no divulgado alguno de cualquier naturaleza, y no es parte o sujeto de un

THIRD. Closing. The Parties agree that the consummation of the sale and purchase of the Shares (the "**Closing**") shall take place within the following 10 (ten) business days as of the date hereof, or such other date as may be agreed separately by the Parties (the "**Closing Date**"). The Closing shall be held at the offices of Mijares, Angoitia, Cortés y Fuentes, S.C. located at Javier Barros Sierra No. 540, 4th Floor, Colonia Santa Fe, C.P. 01210, Mexico City, Mexico, or such other place as the Parties may mutually agree in writing.

FOURTH. Actions at Closing.

(a) At the Closing Seller shall deliver or cause to be delivered to the Purchaser the share certificates representing the Shares duly endorsed to Purchaser

(b) On the Payment Date, the Purchaser shall deliver to Seller, payment of the Purchase Price and a copy of the confirmation of the relevant payment issued by the relevant bank.

Each of the Parties agrees to carry out any actions that may be necessary or convenient to comply with this Agreement and perfect the Closing in the terms hereby.

FIFTH. Taxes, Costs and Expenses. The Parties hereto agree that all the taxes arising from the Closing, shall have to be paid by the party that is legally bound to pay such tax pursuant to the applicable provisions related with the transfer of the Shares. The costs and expenses incurred in connection with the assignment of the Shares will be exclusively borne by the Party that incurs on them.

SIXTH. Indemnification. Seller hereby represents and warrants to Purchaser that the Company has complied with all applicable laws and has no contingencies or undisclosed liabilities whatsoever of any nature, and is not subject to any litigation or

litigio o de cualquier otro procedimiento, ya sea administrativo o de cualquier naturaleza. El Vendedor estará obligado a indemnizar y sacar en paz y a salvo al Comprador por cualesquier daños o perjuicios derivados de cualquier acto previo a esta fecha o por cualquier imprecisión o falsedad en las declaraciones del Vendedor o la Sociedad contenidas en el presente.

SÉPTIMA. Misceláneos. (a) Modificaciones. Este Contrato o las obligaciones que de éste derivan no podrán ser modificados, terminados o renunciados salvo mediante convenio por escrito firmado por todas las Partes.

(b) Notificaciones. Todas las notificaciones y otras comunicaciones entre las Partes relacionadas con este Contrato deberán realizarse por escrito y a los siguientes domicilios:

Al Vendedor:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 52729991
Correo electrónico: prospero.ortega@ica.mx

Al Comprador:

Grenadier S.À.R.L.
51, Boulevard Grande Duchesse Charlotte
L-1331 Luxemburgo
Gran Ducado de Luxemburgo
Atención: Valérie Pechon

Ccp:
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Suiza
Atención: Khaled Rezaie

A la Sociedad:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201

other type of administrative or other proceeding. Seller shall indemnify and hold the Purchaser harmless for any losses or damages resulting from any actions taken prior to the date hereof or from any of the representations by the Seller or the Company in this Agreement being inaccurate, false or incorrect in any way.

SEVENTH. Miscellaneous. (a) Modifications. This Agreement, and the obligations arising thereunder, shall not be modified, terminated or waived, unless such modification, termination or waiver is in a writing signed by all Parties.

(b) Notifications. All notifications and other communications between the Parties in connection with this Agreement shall be made in writing to the following addresses:

To the Seller:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 52729991
E-mail: prospero.ortega@ica.mx

To the Purchaser:

Grenadier S.À.R.L.
51, Boulevard Grande Duchesse Charlotte
L-1331 Luxembourg
Grand Duchy of Luxembourg
Attn: Valérie Pechon

c/o
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Switzerland
Attn: Khaled Rezaie

To the Company:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800

Las notificaciones entregadas personalmente o por servicio de mensajería especializada se considerarán recibidas en la fecha en que sean entregadas. Las notificaciones transmitidas por facsímil se considerarán entregadas cuando sean transmitidas al destinatario.

The notifications delivered personally or by specialized messaging service will be considered as received on the date on which they are given. The notifications issued by facsimile will be considered given when they are transmitted to the recipient.

Cada una de las Partes podrá, mediante notificación por escrito dirigida a las otras Partes, cambiar su domicilio o la persona a quien deban dirigirse las notificaciones y comunicaciones relacionadas con este Contrato.

Each Party may, through a written notification delivered to the other Parties, change its address or the person to whom the notifications and communications shall be delivered, in connection with this Agreement.

(c) Cesión. Este Contrato es vinculante para sus Partes y sus respectivos sucesores o cesionarios permitidos. Ninguna de las Partes podrá, en momento alguno, ceder, transferir o gravar cualquiera de sus derechos o delegar cualquiera de sus obligaciones derivadas de este Contrato, salvo con el consentimiento previo y por escrito de la otra Parte.

(c) Assignment. This Agreement is binding on its Parties and their respective permitted successors or assignees. None of the Parties shall, at any time, assign transfer or lien any of its rights or delegate any of its obligations arising from this Agreement, except with the prior written consent of the other Party.

NOVENA. Ley Aplicable y Jurisdicción. Para la interpretación, cumplimiento y ejecución del presente Contrato, las Partes se someten expresa e irrevocablemente a la jurisdicción de los tribunales competentes en la Ciudad de México, México, y renuncian de manera irrevocable a cualquier otra jurisdicción que pudiera corresponderles por razón de su domicilio presente o futuro o por cualquier otra causa.

NINTH. Applicable Law and Jurisdiction. For the interpretation, performance and enforcement of this Agreement, the Parties hereby irrevocably submit to the jurisdiction of the competent courts of Mexico City, Mexico, and hereby irrevocably waive any other jurisdiction that may apply to them for reason of their present or future domicile or for any other reason.

DÉCIMA. Idioma. Este Contrato se firma en versiones en español e inglés, en el entendido, que la versión en español deberá prevalecer.

TENTH. Language. This Agreement is executed in both English and Spanish versions, provided that, the Spanish version shall prevail.

EN TESTIMONIO DE LO ANTERIOR, las Partes del presente Contrato han celebrado el mismo y lo han firmado a través de sus representantes debidamente autorizados para ello, en la fecha contenida en el proemio de este Contrato.

IN WITNESS WHEREOF, the parties hereto have themselves executed or caused this Agreement to be executed by their authorized representatives as of the date first above written.

[siguen hojas de firma / signature pages to follow]

**EL VENDEDOR / SELLER
ICA TENEDORA, S.A. DE C.V.**

/s/ Próspero Antonio Ortega Castro

Nombre / By: Próspero Antonio Ortega Castro
Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ José Bernardo Casas Godoy

Nombre / By: José Bernardo Casas Godoy
Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Grenadier S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V. as seller; Grenadier S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

**EL COMPRADOR / PURCHASER
GRENADIER S.À.R.L.**

/s/ Julio R. Rodriguez, Jr.

Nombre / By: Julio R. Rodriguez, Jr.

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Grenadier S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Grenadier S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

LA SOCIEDAD / THE COMPANY
SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.

/s/ Ricardo Ibarra García Parra

Nombre / By: Ricardo Ibarra Garcia Parra

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Grenadier S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

/s/ Rodolfo Noble Medina

Nombre / By: Rodolfo Noble Medina

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Grenadier S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

CONTRATO DE COMPRAVENTA DE ACCIONES DE FECHA 10 DE JUNIO DE 2020 (EL “CONTRATO”), QUE CELEBRAN POR UNA PARTE ICA TENEDORA, S.A. DE C.V. (EL “VENDEDOR”), Y POR LA OTRA PEQUOD S.À.R.L. (EL “COMPRADOR” Y, EN CONJUNTO CON EL VENDEDOR, LAS “PARTES”), CON EL CONSENTIMIENTO Y ACUERDO DE SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (LA “SOCIEDAD”), DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

I. EL VENDEDOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para vender las Acciones (según dicho término se define más adelante) al Comprador.

(B) Su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) Declara el Vendedor que es el único y legítimo titular de 185,076,426 ciento ochenta cinco millones setenta y seis mil cuatrocientos veintiséis) acciones ordinarias, nominativas, con valor nominal de \$1.00 M.N. (un peso 00/100 Moneda Nacional) cada una, de la Serie B, representativas de la parte variable del capital social de la Sociedad amparadas en el título definitivo de acciones No. 45 (las “**Acciones**”).

(D) Las Acciones se encuentran libres de gravámenes y/o limitaciones de dominio.

(E) El Vendedor entiende que el Comprador celebrará el presente Contrato con base en las declaraciones del Vendedor contenidas en el presente Contrato.

STOCK PURCHASE AGREEMENT DATED AS OF JUNE 10, 2020 (THIS “AGREEMENT”), ENTERED INTO BY AND BETWEEN ICA TENEDORA, S.A. DE C.V. (THE “SELLER”); AND PEQUOD S.À.R.L. (THE “PURCHASER” AND, TOGETHER WITH THE SELLER, THE “PARTIES”), WITH THE ACKNOWLEDGEMENT AND AGREEMENT OF SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (THE “COMPANY”) PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

REPRESENTATIONS

I. THE SELLER

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to sale the Shares (as defined below) to the Purchaser hereunder.

(B) The Seller represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The Seller represents that it is the sole and legitimate holder of 185,076,426 (one hundred eighty five million seventy six thousand four hundred twenty six) common shares that are nominative, with par value of MXN\$1.00 (one peso 00/100 Legal currency in the United Mexican States) each, Series B, representing the variable portion of the capital stock of the Company documented in the definitive stock certificate No. 45 (the “**Shares**”).

(D) The Shares are free and clear of any liens and is the record and beneficial owner thereof.

(E) The Seller understands and acknowledges that the Purchaser will rely on the representations and warranties contained herein.

II. EL COMPRADOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de Luxemburgo. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para ser el beneficiario de la compra de las Acciones materia del presente Contrato.

(B) Que conoce y se ha cerciorado a su satisfacción de los términos y condiciones de los estatutos de la Sociedad, la información que ha recibido del Vendedor, aquella revelada por la Sociedad, y de la posición financiera, contable, legal y de negocios de la Sociedad.

(C) Que entiende que el Vendedor celebrará el presente Contrato con base en las declaraciones del Comprador contenidas en el presente Contrato.

III. LA SOCIEDAD

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato.

(B) Que su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) La Sociedad es propietaria de 49,766,000 (cuarenta y nueve millones setecientas sesenta y seis mil) acciones de la Serie BB y 7,516,377 (siete millones quinientas dieciséis mil trescientas setenta y siete) acciones de la Serie B representativas del capital social de Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) Que es su voluntad comparecer al presente Contrato para tomar conocimiento respecto de la compraventa de las Acciones.

(E) Mediante la suscripción del presente, la Sociedad en este acto manifiesta su consentimiento y conformidad con los actos contenidos en el

II. THE PURCHASER

(A) Is an entity duly organized, validly existing and in good standing under the laws of the Luxembourg. The Purchaser has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to be the beneficiary of the Shares transferred hereunder.

(B) The Purchaser represents that it has full knowledge and has confirmed to its satisfaction the terms and conditions of the by-laws of the Company, the information that has received from Seller, information disclosed by the Company, and the financial, accounting, legal and business position of the Company.

(C) The Purchaser understands and acknowledges that the Seller will rely on the representations and warranties contained herein.

III. THE COMPANY

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement.

(B) The Company represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The company owns 49,766,000 (forty-nine million seven hundred and sixty-six thousand) Series BB shares and 7,516,377 (seven million five hundred sixteen thousand three hundred and seventy seven) Series B shares representative of the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) That it desires to participate in this Agreement to acknowledge of the sale of the Shares.

(E) Through the execution hereof, the Company hereby acknowledges and agrees on the actions contained herein.

presente Contrato.

III. LAS PARTES

(A) Las Partes declaran que se reconocen mutuamente la personalidad y capacidad jurídica con que comparecen a celebrar el presente Contrato y manifiestan que no existe en su celebración error, dolo, mala fe ni ningún otro vicio del consentimiento que pueda invalidarlo, y de conformidad otorgan las siguientes:

CLÁUSULAS

PRIMERA. Compraventa de Acciones. De conformidad con los términos y sujeto a las condiciones establecidas en el presente, el Comprador, en este acto acuerda comprar y el Vendedor en este acto acuerda vender, ceder, transferir y entregar al Comprador a más tardar en la Fecha de Cierre (según dicho término se define más adelante) la totalidad de las Acciones.

SEGUNDA. Precio y Pago del Precio de Compra. El precio de compra de las Acciones será la cantidad de \$5.47 M.N. (cinco pesos 47/100 Moneda Nacional) por Acción (el "**Precio de Compra**"). A más tardar dentro de los 60 días contados a partir de la Fecha de Cierre (la "**Fecha de Pago**"), el Comprador deberá pagar al Vendedor el Precio de Compra mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta bancaria:

Cuenta:
CLABE:
Banco: CITI-Banamex

Las Partes acuerdan que, a elección del Comprador, el Precio de Compra podrá ser pagado en Dólares al tipo de cambio "spot" para la compra de Dólares utilizado como referencia en el mercado de compraventa de divisas de Nueva York a, o aproximadamente a, las 11:00AM (Hora del Este de Estados Unidos) prevaeciente el día hábil inmediato anterior a la Fecha de Pago y según se evidencie en una impresión de pantalla que refleje el tipo de cambio aplicable para el pago del Precio de Compra que sea enviado por el Comprador al Vendedor, mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta

III. THE PARTIES

(A) The Parties represent that they mutually acknowledge their power and authority and legal capacity to execute this Agreement and represent that in executing this Agreement there has been no error, deceit, bad faith or any other defect in their consent that might serve to invalidate this Agreement, and therefore agree to the following:

CLAUSES

FIRST. Stock Purchase and Assignment. Upon the terms and subject to the conditions set forth herein, the Purchaser hereby agrees to purchase and Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser on the Closing Date (as defined below) all of the Shares.

SECOND. Price and Consideration. The purchase price for the Shares will be MXN\$5.47 (five pesos 47/100 Mexican Currency) per Share (the "**Purchase Price**"). No later than 60 days from the Closing Date (the "**Payment Date**"), the Purchaser shall pay Seller the Purchase Price by wire transfer of immediately available funds to the following account:

Account:
CLABE:
Bank: CITI-Banamex

The Parties agree that the Purchaser may elect to pay the Purchase Price in Dollars at the spot rate of exchange for the purchase of Dollars used as reference in the New York foreign exchange market at or about 11:00A.M. (Eastern Standard Time) prevailing on the business day immediately prior to the Payment Date and as evidenced by a screenshot of the applicable exchange rate for the payment of the Purchase Price delivered by Purchaser to Seller, by wire transfer of immediately available funds to the following account:

bancaria:

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA DE
CV

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA
DE CV

TERCERA. Cierre. Las Partes acuerdan que la consumación de la compraventa de las Acciones (el "**Cierre**") deberá llevarse a cabo dentro de los 10 (diez) días hábiles siguientes a la fecha del presente Contrato, o la otra fecha que se acuerde entre las Partes (la "**Fecha de Cierre**"). El Cierre tendrá lugar en las oficinas de Mijares, Angoitia, Cortés y Fuentes, S.C. ubicadas en Javier Barros Sierra No. 540, Piso 4, Colonia Santa Fe, C.P. 01210, Ciudad de México, México, o en aquel otro lugar que las Partes acuerden por escrito.

CUARTA. Acciones en el Cierre.

(a) En la Fecha de cierre el Vendedor deberá entregar o hacer que se entregue al Comprador los títulos de acciones que amparen las Acciones debidamente endosados en propiedad al Comprador.

(b) En la Fecha de Pago, el Comprador deberá entregar al Vendedor el pago del Precio de Compra y una copia de la confirmación de dicho pago emitida por el banco respectivo.

Cada una de las Partes se obliga a llevar a cabo los actos que fueren necesarios o convenientes para dar cumplimiento al presente Contrato y perfeccionar el Cierre en los términos aquí acordados.

QUINTA. Impuestos, Costos y Gastos. Las Partes convienen que todos los impuestos derivados del Cierre, deberán ser pagados por la parte que legamente esté obligada a pagar dicho impuesto conforme a las disposiciones aplicables. Todos los costos y gastos incurridos en relación con los actos previstos en el presente Contrato serán responsabilidad de la Parte que los incurra.

SEXTA. Indemnización. El Vendedor declara al Comprador que la Sociedad se encuentra en

THIRD. Closing. The Parties agree that the consummation of the sale and purchase of the Shares (the "**Closing**") shall take place within the following 10 (ten) business days as of the date hereof, or such other date as may be agreed separately by the Parties (the "**Closing Date**"). The Closing shall be held at the offices of Mijares, Angoitia, Cortés y Fuentes, S.C. located at Javier Barros Sierra No. 540, 4th Floor, Colonia Santa Fe, C.P. 01210, Mexico City, Mexico, or such other place as the Parties may mutually agree in writing.

FOURTH. Actions at Closing.

(a) At the Closing Seller shall deliver or cause to be delivered to the Purchaser the share certificates representing the Shares duly endorsed to Purchaser

(b) On the Payment Date, the Purchaser shall deliver to Seller, payment of the Purchase Price and a copy of the confirmation of the relevant payment issued by the relevant bank.

Each of the Parties agrees to carry out any actions that may be necessary or convenient to comply with this Agreement and perfect the Closing in the terms hereby.

FIFTH. Taxes, Costs and Expenses. The Parties hereto agree that all the taxes arising from the Closing, shall have to be paid by the party that is legally bound to pay such tax pursuant to the applicable provisions related with the transfer of the Shares. The costs and expenses incurred in connection with the assignment of the Shares will be exclusively borne by the Party that incurs on them.

SIXTH. Indemnification. Seller hereby represents and warrants to Purchaser that the

cumplimiento de toda la legislación aplicable y no tiene contingencia o pasivo no divulgado alguno de cualquier naturaleza, y no es parte o sujeto de un litigio o de cualquier otro procedimiento, ya sea administrativo o de cualquier naturaleza. El Vendedor estará obligado a indemnizar y sacar en paz y a salvo al Comprador por cualesquier daños o perjuicios derivados de cualquier acto previo a esta fecha o por cualquier imprecisión o falsedad en las declaraciones del Vendedor o la Sociedad contenidas en el presente.

SÉPTIMA. Misceláneos. (a) Modificaciones. Este Contrato o las obligaciones que de éste derivan no podrán ser modificados, terminados o renunciados salvo mediante convenio por escrito firmado por todas las Partes.

(b) Notificaciones. Todas las notificaciones y otras comunicaciones entre las Partes relacionadas con este Contrato deberán realizarse por escrito y a los siguientes domicilios:

Al Vendedor:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 52729991
Correo electrónico: prospero.ortega@ica.mx

Al Comprador:

Pequod S.À.R.L.
124, Boulevard de la Pétrusse
L-2330 Luxemburgo
Gran Ducado de Luxemburgo
Atención: Etienne Biren

Ccp:
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Suiza
Atención: Khaled Rezaie

A la Sociedad:

Servicios de Tecnología Aeroportuaria, S.A. de

Company has complied with all applicable laws and has no contingencies or undisclosed liabilities whatsoever of any nature, and is not subject to any litigation or other type of administrative or other proceeding. Seller shall indemnify and hold the Purchaser harmless for any losses or damages resulting from any actions taken prior to the date hereof or from any of the representations by the Seller or the Company in this Agreement being inaccurate, false or incorrect in any way.

SEVENTH. Miscellaneous. (a) Modifications. This Agreement, and the obligations arising thereunder, shall not be modified, terminated or waived, unless such modification, termination or waiver is in a writing signed by all Parties.

(b) Notifications. All notifications and other communications between the Parties in connection with this Agreement shall be made in writing to the following addresses:

To the Seller:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 52729991
E-mail: prospero.ortega@ica.mx

To the Purchaser:

Pequod S.À.R.L.
124, Boulevard de la Pétrusse
L-2330 Luxembourg
Grand Duchy of Luxembourg
Attn: Etienne Biren

c/o
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Switzerland
Attn: Khaled Rezaie

To the Company:

Servicios de Tecnología Aeroportuaria, S.A. de

C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 5272 9991
Correo electrónico: ricardo.ibarra@ica.mx

Las notificaciones entregadas personalmente o por servicio de mensajería especializada se considerarán recibidas en la fecha en que sean entregadas. Las notificaciones transmitidas por facsímil se considerarán entregadas cuando sean transmitidas al destinatario.

Cada una de las Partes podrá, mediante notificación por escrito dirigida a las otras Partes, cambiar su domicilio o la persona a quien deban dirigirse las notificaciones y comunicaciones relacionadas con este Contrato.

(c) **Cesión.** Este Contrato es vinculante para sus Partes y sus respectivos sucesores o cesionarios permitidos. Ninguna de las Partes podrá, en momento alguno, ceder, transferir o gravar cualquiera de sus derechos o delegar cualquiera de sus obligaciones derivadas de este Contrato, salvo con el consentimiento previo y por escrito de la otra Parte.

NOVENA. Ley Aplicable y Jurisdicción. Para la interpretación, cumplimiento y ejecución del presente Contrato, las Partes se someten expresa e irrevocablemente a la jurisdicción de los tribunales competentes en la Ciudad de México, México, y renuncian de manera irrevocable a cualquier otra jurisdicción que pudiera corresponderles por razón de su domicilio presente o futuro o por cualquier otra causa.

DÉCIMA. Idioma. Este Contrato se firma en versiones en español e inglés, en el entendido, que la versión en español deberá prevalecer.

EN TESTIMONIO DE LO ANTERIOR, las Partes del presente Contrato han celebrado el mismo y lo han firmado a través de sus representantes debidamente autorizados para ello, en la fecha contenida en el preoimio de este Contrato.

C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 5272 9991
E-mail: ricardo.ibarra@ica.mx

The notifications delivered personally or by specialized messaging service will be considered as received on the date on which they are given. The notifications issued by facsimile will be considered given when they are transmitted to the recipient.

Each Party may, through a written notification delivered to the other Parties, change its address or the person to whom the notifications and communications shall be delivered, in connection with this Agreement.

(c) **Assignment.** This Agreement is binding on its Parties and their respective permitted successors or assignees. None of the Parties shall, at any time, assign transfer or lien any of its rights or delegate any of its obligations arising from this Agreement, except with the prior written consent of the other Party.

NINTH. Applicable Law and Jurisdiction. For the interpretation, performance and enforcement of this Agreement, the Parties hereby irrevocably submit to the jurisdiction of the competent courts of Mexico City, Mexico, and hereby irrevocably waive any other jurisdiction that may apply to them for reason of their present or future domicile or for any other reason.

TENTH. Language. This Agreement is executed in both English and Spanish versions, provided that, the Spanish version shall prevail.

IN WITNESS WHEREOF, the parties hereto have themselves executed or caused this Agreement to be executed by their authorized representatives as of the date first above written.

[siguen hojas de firma / signature pages to follow]

**EL VENDEDOR / SELLER
ICA TENEDORA, S.A. DE C.V.**

/s/ Próspero Antonio Ortega Castro

Nombre / By: Próspero Antonio Ortega Castro

Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ José Bernardo Casas Godoy

Nombre / By: José Bernardo Casas Godoy

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Pequod S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Pequod S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

**EL COMPRADOR / PURCHASER
PEQUOD S.À.R.L**

/s/ Julio R. Rodriguez, Jr.

Nombre / By: Julio R. Rodriguez, Jr.

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Pequod S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnologia Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Pequod S.À.R.L., as purchaser, accepted and agreed by Servicios de Tecnologia Aeroportuaria, S.A. de C.V.]

LA SOCIEDAD / THE COMPANY
SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.

/s/ Ricardo Ibarra Garcia Parra

Nombre / By: Ricardo Ibarra Garcia Parra

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Pequod S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnologia Aeroportuaria, S.A. de C.V.]

/s/ Rodolfo Noble Medina

Nombre / By: Rodolfo Noble Medina

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Pequod S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnologia Aeroportuaria, S.A. de C.V.]

CONTRATO DE COMPRAVENTA DE ACCIONES DE FECHA 10 DE JUNIO DE 2020 (EL “**CONTRATO**”), QUE CELEBRAN POR UNA PARTE ICA TENEDORA, S.A. DE C.V. (EL “**VENDEDOR**”), Y POR LA OTRA HARPOON S.À.R.L. (EL “**COMPRADOR**” Y, EN CONJUNTO CON EL VENDEDOR, LAS “**PARTES**”), CON EL CONSENTIMIENTO Y ACUERDO DE SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (LA “**SOCIEDAD**”), DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

I. EL VENDEDOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para vender las Acciones (según dicho término se define más adelante) al Comprador.

(B) Su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) Declara el Vendedor que es el único y legítimo titular de 162,824,363 (ciento sesenta y dos millones ochocientos veinticuatro mil trescientas sesenta y tres) acciones ordinarias, nominativas, con valor nominal de \$1.00 M.N. (un peso 00/100 Moneda Nacional) cada una, de la Serie B, representativas de la parte variable del capital social de la Sociedad amparadas en el título definitivo de acciones No. 43 (las “**Acciones**”).

(D) Las Acciones se encuentran libres de gravámenes y/o limitaciones de dominio.

(E) El Vendedor entiende que el Comprador

STOCK PURCHASE AGREEMENT DATED AS OF JUNE 10, 2020 (THIS “**AGREEMENT**”), ENTERED INTO BY AND BETWEEN ICA TENEDORA, S.A. DE C.V. (THE “**SELLER**”); AND HARPOON S.À.R.L. (THE “**PURCHASER**” AND, TOGETHER WITH THE SELLER, THE “**PARTIES**”), WITH THE ACKNOWLEDGEMENT AND AGREEMENT OF SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (THE “**COMPANY**”) PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

REPRESENTATIONS

I. THE SELLER

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to sale the Shares (as defined below) to the Purchaser hereunder.

(B) The Seller represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The Seller represents that it is the sole and legitimate holder of 162,824,363 (one hundred sixty two million eight hundred twenty four thousand three hundred and sixty three) common shares that are nominative, with par value of MXN\$1.00 (one peso 00/100 Legal currency in the United Mexican States) each, Series B, representing the variable portion of the capital stock of the Company documented in the definitive stock certificate No. 43 (the “**Shares**”).

(D) The Shares are free and clear of any liens and is the record and beneficial owner thereof.

(E) The Seller understands and acknowledges

celebrará el presente Contrato con base en las declaraciones del Vendedor contenidas en el presente Contrato.

II. EL COMPRADOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de Luxemburgo. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para ser el beneficiario de la compra de las Acciones materia del presente Contrato.

(B) Que conoce y se ha cerciorado a su satisfacción de los términos y condiciones de los estatutos de la Sociedad, la información que ha recibido del Vendedor, aquella revelada por la Sociedad, y de la posición financiera, contable, legal y de negocios de la Sociedad.

(C) Que entiende que el Vendedor celebrará el presente Contrato con base en las declaraciones del Comprador contenidas en el presente Contrato.

III. LA SOCIEDAD

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato.

(B) Que su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) La Sociedad es propietaria de 49,766,000 (cuarenta y nueve millones setecientos sesenta y seis mil) acciones de la Serie BB y 7,516,377 (siete millones quinientas dieciséis mil trescientas setenta y siete) acciones de la Serie B representativas del capital social de Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) Que es su voluntad comparecer al

that the Purchaser will rely on the representations and warranties contained herein.

II. THE PURCHASER

(A) Is an entity duly organized, validly existing and in good standing under the laws of the Luxembourg. The Purchaser has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to be the beneficiary of the Shares transferred hereunder.

(B) The Purchaser represents that it has full knowledge and has confirmed to its satisfaction the terms and conditions of the by-laws of the Company, the information that has received from Seller, information disclosed by the Company, and the financial, accounting, legal and business position of the Company.

(C) The Purchaser understands and acknowledges that the Seller will rely on the representations and warranties contained herein.

III. THE COMPANY

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement.

(B) The Company represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The company owns 49,766,000 (forty-nine million seven hundred and sixty-six thousand) Series BB shares and 7,516,377 (seven million five hundred sixteen thousand three hundred and seventy seven) Series B shares representative of the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) That it desires to participate in this

presente Contrato para tomar conocimiento respecto de la compraventa de las Acciones.

(E) Mediante la suscripción del presente, la Sociedad en este acto manifiesta su consentimiento y conformidad con los actos contenidos en el presente Contrato.

III. LAS PARTES

(A) Las Partes declaran que se reconocen mutuamente la personalidad y capacidad jurídica con que comparecen a celebrar el presente Contrato y manifiestan que no existe en su celebración error, dolo, mala fe ni ningún otro vicio del consentimiento que pueda invalidarlo, y de conformidad otorgan las siguientes:

CLÁUSULAS

PRIMERA. Compraventa de Acciones. De conformidad con los términos y sujeto a las condiciones establecidas en el presente, el Comprador, en este acto acuerda comprar y el Vendedor en este acto acuerda vender, ceder, transferir y entregar al Comprador a más tardar en la Fecha de Cierre (según dicho término se define más adelante) la totalidad de las Acciones.

SEGUNDA. Precio y Pago del Precio de Compra. El precio de compra de las Acciones será la cantidad de \$5.47 M.N. (cinco pesos 47/100 Moneda Nacional) por Acción (el "**Precio de Compra**"). El Precio de Compra será pagado en las siguientes dos parcialidades: (i) en la Fecha de Cierre, el el Comprador deberá pagar al Vendedor la cantidad de \$334,679,627.70 M.N. (trescientos treinta y cuatro millones seiscientos setenta y nueve mil seiscientos veintisiete pesos 70/100 Moneda Nacional); y a más tardar dentro de los 60 días contados a partir de la Fecha de Cierre (la "**Fecha de Pago Diferido**"), el Comprador deberá pagar al Vendedor la cantidad de \$555,969,637.91 M.N. (quinientos cincuenta y cinco millones novecientos sesenta y nueve mil seiscientos treinta y siete pesos 91/100 Moneda Nacional). Ambas parcialidades del Precio de Compra serán pagadas mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta

Agreement to acknowledge of the sale of the Shares.

(E) Through the execution hereof, the Company hereby acknowledges and agrees on the actions contained herein.

III. THE PARTIES

(A) The Parties represent that they mutually acknowledge their power and authority and legal capacity to execute this Agreement and represent that in executing this Agreement there has been no error, deceit, bad faith or any other defect in their consent that might serve to invalidate this Agreement, and therefore agree to the following:

CLAUSES

FIRST. Stock Purchase and Assignment. Upon the terms and subject to the conditions set forth herein, the Purchaser hereby agrees to purchase and Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser on the Closing Date (as defined below) all of the Shares.

SECOND. Price and Consideration. The purchase price for the Shares will be MXN\$5.47 (five pesos 47/100 Mexican Currency) per Share (the "**Purchase Price**"). The Purchase Price shall be paid in the following two installments: (i) on the Closing Date, the Purchaser shall pay Seller an amount of MXN\$334,679,627.70 (three hundred thirty four million six hundred seventy nine thousand six hundred and twenty seven pesos 70/100 Mexican Currency); and (ii) no later than 60 days from the Closing Date (the "**Deferred Payment Date**"), the Purchaser shall pay Seller an amount of MXN\$555,969,637.91 (five hundred fifty five million nine hundred sixty nine thousand six hundred thirty seven pesos 91/100 Mexican Currency). Both installments of the Purchase Price will be paid by wire transfer of immediately available funds to the following account:

bancaria:

Cuenta:
CLABE:
Banco: CITI-Banamex

Las Partes acuerdan que, a elección del Comprador, el Precio de Compra podrá ser pagado en Dólares al tipo de cambio "spot" para la compra de Dólares utilizado como referencia en el mercado de compraventa de divisas de Nueva York a, o aproximadamente a, las 11:00AM (Hora del Este de Estados Unidos) prevaleciente el día hábil inmediato anterior a la Fecha de Cierre o Fecha de Pago Diferido, según sea el caso, y según se evidencie en una impresión de pantalla que refleje el tipo de cambio aplicable para el pago del Precio de Compra que sea enviado por el Comprador al Vendedor, mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta bancaria:

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA
DE CV

TERCERA. Cierre. Las Partes acuerdan que la consumación de la compraventa de las Acciones (el "**Cierre**") deberá llevarse a cabo dentro de los 10 (diez) días hábiles siguientes a la fecha del presente Contrato, o la otra fecha que se acuerde entre las Partes (la "**Fecha de Cierre**"). El Cierre tendrá lugar en las oficinas de Mijares, Angoitia, Cortés y Fuentes, S.C. ubicadas en Javier Barros Sierra No. 540, Piso 4, Colonia Santa Fe, C.P. 01210, Ciudad de México, México, o en aquel otro lugar que las Partes acuerden por escrito.

CUARTA. Acciones en el Cierre.

- (a) En la Fecha de cierre el Vendedor deberá entregar o hacer que se entregue al Comprador los títulos de acciones que amparen las Acciones debidamente endosados en propiedad al Comprador.
- (b) En la Fecha de Cierre y en la Fecha de Pago

Account:
CLABE:
Bank: CITI-Banamex

The Parties agree that the Purchaser may elect to pay the Purchase Price in Dollars at the spot rate of exchange for the purchase of Dollars used as reference in the New York foreign exchange market at or about 11:00A.M. (Eastern Standard Time) prevailing on the business day immediately prior to the Closing Date or Deferred Payment Date, as the case may be, and as evidenced by a screenshot of the applicable exchange rate for the payment of the Purchase Price delivered by Purchaser to Seller, by wire transfer of immediately available funds to the following account:

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA
DE CV

THIRD. Closing. The Parties agree that the consummation of the sale and purchase of the Shares (the "**Closing**") shall take place within the following 10 (ten) business days as of the date hereof, or such other date as may be agreed separately by the Parties (the "**Closing Date**"). The Closing shall be held at the offices of Mijares, Angoitia, Cortés y Fuentes, S.C. located at Javier Barros Sierra No. 540, 4th Floor, Colonia Santa Fe, C.P. 01210, Mexico City, Mexico, or such other place as the Parties may mutually agree in writing.

FOURTH. Actions at Closing.

- (a) At the Closing Seller shall deliver or cause to be delivered to the Purchaser the share certificates representing the Shares duly endorsed to Purchaser
- (b) On the Closing Date and on the Deferred

Diferido, respectivamente, el Comprador deberá entregar al Vendedor el pago de la parcialidad correspondiente del Precio de Compra y una copia de la confirmación de dicho pago emitida por el banco respectivo.

Cada una de las Partes se obliga a llevar a cabo los actos que fueren necesarios o convenientes para dar cumplimiento al presente Contrato y perfeccionar el Cierre en los términos aquí acordados.

QUINTA. Impuestos, Costos y Gastos. Las Partes convienen que todos los impuestos derivados del Cierre, deberán ser pagados por la parte que legamente esté obligada a pagar dicho impuesto conforme a las disposiciones aplicables. Todos los costos y gastos incurridos en relación con los actos previstos en el presente Contrato serán responsabilidad de la Parte que los incurra.

SEXTA. Indemnización. El Vendedor declara al Comprador que la Sociedad se encuentra en cumplimiento de toda la legislación aplicable y no tiene contingencia o pasivo no divulgado alguno de cualquier naturaleza, y no es parte o sujeto de un litigio o de cualquier otro procedimiento, ya sea administrativo o de cualquier naturaleza. El Vendedor estará obligado a indemnizar y sacar en paz y a salvo al Comprador por cualesquier daños o perjuicios derivados de cualquier acto previo a esta fecha o por cualquier imprecisión o falsedad en las declaraciones del Vendedor o la Sociedad contenidas en el presente.

SÉPTIMA. Misceláneos. (a) Modificaciones. Este Contrato o las obligaciones que de éste derivan no podrán ser modificados, terminados o renunciados salvo mediante convenio por escrito firmado por todas las Partes.

(b) Notificaciones. Todas las notificaciones y otras comunicaciones entre las Partes relacionadas con este Contrato deberán realizarse por escrito y a los siguientes domicilios:

Payment Date, respectively, the Purchaser shall deliver to Seller, payment of the corresponding installment of the Purchase Price and a copy of the confirmation of the relevant payment issued by the relevant bank.

Each of the Parties agrees to carry out any actions that may be necessary or convenient to comply with this Agreement and perfect the Closing in the terms hereby.

FIFTH. Taxes, Costs and Expenses. The Parties hereto agree that all the taxes arising from the Closing, shall have to be paid by the party that is legally bound to pay such tax pursuant to the applicable provisions related with the transfer of the Shares. The costs and expenses incurred in connection with the assignment of the Shares will be exclusively borne by the Party that incurs on them.

SIXTH. Indemnification. Seller hereby represents and warrants to Purchaser that the Company has complied with all applicable laws and has no contingencies or undisclosed liabilities whatsoever of any nature, and is not subject to any litigation or other type of administrative or other proceeding. Seller shall indemnify and hold the Purchaser harmless for any losses or damages resulting from any actions taken prior to the date hereof or from any of the representations by the Seller or the Company in this Agreement being inaccurate, false or incorrect in any way.

SEVENTH. Miscellaneous. (a) Modifications. This Agreement, and the obligations arising thereunder, shall not be modified, terminated or waived, unless such modification, termination or waiver is in a writing signed by all Parties.

(b) Notifications. All notifications and other communications between the Parties in connection with this Agreement shall be made in writing to the following addresses:

Al Vendedor:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 52729991
Correo electrónico: prospero.ortega@ica.mx

Al Comprador:

Harpoon S.À.R.L.
11-13 Boulevard de la Foire
L-1528 Luxemburgo
Gran Ducado de Luxemburgo
Atención: Stéphane Hépineuze

Ccp
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Suiza
Atención: Khaled Rezaie

A la Sociedad:

Servicios de Tecnología Aeroportuaria, S.A. de
C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 5272 9991
Correo electrónico: ricardo.ibarra@ica.mx

Las notificaciones entregadas personalmente o por servicio de mensajería especializada se considerarán recibidas en la fecha en que sean entregadas. Las notificaciones transmitidas por facsímil se considerarán entregadas cuando sean transmitidas al destinatario.

Cada una de las Partes podrá, mediante notificación por escrito dirigida a las otras Partes, cambiar su domicilio o la persona a quien deban dirigirse las notificaciones y comunicaciones relacionadas con este Contrato.

(c) Cesión. Este Contrato es vinculante para sus Partes y sus respectivos sucesores o cesionarios permitidos. Ninguna de las Partes podrá, en

To the Seller:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 52729991
E-mail: prospero.ortega@ica.mx

To the Purchaser:

Harpoon S.À.R.L.
11-13 Boulevard de la Foire
L-1528 Luxembourg
Grand Duchy of Luxembourg
Attn: Stéphane Hépineuze

c/o
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Switzerland
Attn: Khaled Rezaie

To the Company:

Servicios de Tecnología Aeroportuaria, S.A. de
C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 5272 9991
E-mail: ricardo.ibarra@ica.mx

The notifications delivered personally or by specialized messaging service will be considered as received on the date on which they are given. The notifications issued by facsimile will be considered given when they are transmitted to the recipient.

Each Party may, through a written notification delivered to the other Parties, change its address or the person to whom the notifications and communications shall be delivered, in connection with this Agreement.

(c) Assignment. This Agreement is binding on its Parties and their respective permitted successors or assignees. None of the Parties

momento alguno, ceder, transferir o gravar cualquiera de sus derechos o delegar cualquiera de sus obligaciones derivadas de este Contrato, salvo con el consentimiento previo y por escrito de la otra Parte.

NOVENA. Ley Aplicable y Jurisdicción. Para la interpretación, cumplimiento y ejecución del presente Contrato, las Partes se someten expresa e irrevocablemente a la jurisdicción de los tribunales competentes en la Ciudad de México, México, y renuncian de manera irrevocable a cualquier otra jurisdicción que pudiera corresponderles por razón de su domicilio presente o futuro o por cualquier otra causa

DÉCIMA. Idioma. Este Contrato se firma en versiones en español e inglés, en el entendido, que la versión en español deberá prevalecer.

EN TESTIMONIO DE LO ANTERIOR, las Partes del presente Contrato han celebrado el mismo y lo han firmado a través de sus representantes debidamente autorizados para ello, en la fecha contenida en el proemio de este Contrato.

shall, at any time, assign transfer or lien any of its rights or delegate any of its obligations arising from this Agreement, except with the prior written consent of the other Party.

NINTH. Applicable Law and Jurisdiction. For the interpretation, performance and enforcement of this Agreement, the Parties hereby irrevocably submit to the jurisdiction of the competent courts of Mexico City, Mexico, and hereby irrevocably waive any other jurisdiction that may apply to them for reason of their present or future domicile or for any other reason.

TENTH. Language. This Agreement is executed in both English and Spanish versions, provided that, the Spanish version shall prevail.

IN WITNESS WHEREOF, the parties hereto have themselves executed or caused this Agreement to be executed by their authorized representatives as of the date first above written.

[siguen hojas de firma / signature pages to follow]

**EL VENDEDOR / SELLER
ICA TENEDORA, S.A. DE C.V.**

/s/ Próspero Antonio Ortega Castro

Nombre / By: Próspero Antonio Ortega Castro
Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ José Bernardo Casas Godoy

Nombre / By: José Bernardo Casas Godoy
Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor, Harpoon S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller, Harpoon S.À.R.L., as purchaser, accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

**EL COMPRADOR / PURCHASER
HARPOON S.À.R.L.**

/s/ Julio R. Rodriguez, Jr.

Nombre / By: Julio R. Rodriguez, Jr.

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Harpoon S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Harpoon S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

LA SOCIEDAD / THE COMPANY
SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.

/s/ Ridardo Ibarra Garcia Parra

Nombre / By: Ridardo Ibarra Garcia Parra

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Harpoon S.À.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

/s/ Rodolfo Noble Medina

Nombre / By: Rodolfo Noble Medina

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Harpoon S.À.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

CONTRATO DE COMPRAVENTA DE ACCIONES DE FECHA 10 DE JUNIO DE 2020 (EL “**CONTRATO**”), QUE CELEBRAN POR UNA PARTE ICA TENEDORA, S.A. DE C.V. (EL “**VENDEDOR**”), Y POR LA OTRA EXPANSE S.À.R.L. (EL “**COMPRADOR**” Y, EN CONJUNTO CON EL VENDEDOR, LAS “**PARTES**”), CON EL CONSENTIMIENTO Y ACUERDO DE SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (LA “**SOCIEDAD**”), DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

I. EL VENDEDOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para vender las Acciones (según dicho término se define más adelante) al Comprador.

(B) Su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) Declara el Vendedor que es el único y legítimo titular de 160,423,750 (ciento sesenta millones cuatrocientas veintitrés mil setecientas cincuenta) acciones ordinarias, nominativas, con valor nominal de \$1.00 M.N. (un peso 00/100 Moneda Nacional) cada una, de la Serie B, representativas de la parte variable del capital social de la Sociedad amparadas en el título definitivo de acciones No. 46 (las “**Acciones**”).

(D) Las Acciones se encuentran libres de gravámenes y/o limitaciones de dominio.

(E) El Vendedor entiende que el Comprador celebrará el presente Contrato con base en las declaraciones del Vendedor contenidas en el presente Contrato.

STOCK PURCHASE AGREEMENT DATED AS OF JUNE 10, 2020 (THIS “**AGREEMENT**”), ENTERED INTO BY AND BETWEEN ICA TENEDORA, S.A. DE C.V. (THE “**SELLER**”); AND EXPANSE S.À.R.L. (THE “**PURCHASER**” AND, TOGETHER WITH THE SELLER, THE “**PARTIES**”), WITH THE ACKNOWLEDGEMENT AND AGREEMENT OF SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V. (THE “**COMPANY**”) PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

REPRESENTATIONS

I. THE SELLER

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to sale the Shares (as defined below) to the Purchaser hereunder.

(B) The Seller represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The Seller represents that it is the sole and legitimate holder of 160,423,750 (one hundred sixty million four hundred twenty three thousand seven hundred and fifty) common shares that are nominative, with par value of MXN\$1.00 (one peso 00/100 Legal currency in the United Mexican States) each, Series B, representing the variable portion of the capital stock of the Company documented in the definitive stock certificate No. 46 (the “**Shares**”).

(D) The Shares are free and clear of any liens and is the record and beneficial owner thereof.

(E) The Seller understands and acknowledges that the Purchaser will rely on the representations and warranties contained herein.

II. EL COMPRADOR

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de Luxemburgo. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato y cumplir con sus obligaciones bajo el mismo, incluyendo cualquier documento celebrado en relación con el presente Contrato, así como para ser el beneficiario de la compra de las Acciones materia del presente Contrato.

(B) Que conoce y se ha cerciorado a su satisfacción de los términos y condiciones de los estatutos de la Sociedad, la información que ha recibido del Vendedor, aquella revelada por la Sociedad, y de la posición financiera, contable, legal y de negocios de la Sociedad.

(C) Que entiende que el Vendedor celebrará el presente Contrato con base en las declaraciones del Comprador contenidas en el presente Contrato.

III. LA SOCIEDAD

(A) Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos. Cuenta con las facultades suficientes y necesarias para suscribir el presente Contrato.

(B) Que su representante cuenta con facultades suficientes para la celebración del presente Contrato.

(C) La Sociedad es propietaria de 49,766,000 (cuarenta y nueve millones setecientas sesenta y seis mil) acciones de la Serie BB y 7,516,377 (siete millones quinientas dieciséis mil trescientas setenta y siete) acciones de la Serie B representativas del capital social de Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) Que es su voluntad comparecer al presente Contrato para tomar conocimiento respecto de la compraventa de las Acciones.

(E) Mediante la suscripción del presente, la Sociedad en este acto manifiesta su consentimiento y conformidad con los actos contenidos en el presente Contrato.

II. THE PURCHASER

(A) Is an entity duly organized, validly existing and in good standing under the laws of the Luxembourg. The Purchaser has sufficient power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith, and to be the beneficiary of the Shares transferred hereunder.

(B) The Purchaser represents that it has full knowledge and has confirmed to its satisfaction the terms and conditions of the by-laws of the Company, the information that has received from Seller, information disclosed by the Company, and the financial, accounting, legal and business position of the Company.

(C) The Purchaser understands and acknowledges that the Seller will rely on the representations and warranties contained herein.

III. THE COMPANY

(A) It is an entity duly organized, validly existing and in good standing under the laws of the United Mexican States. It has sufficient power and authority to execute, deliver and perform its obligations under this Agreement.

(B) The Company represents that its legal representative has sufficient power and authority to execute this Agreement.

(C) The company owns 49,766,000 (forty-nine million seven hundred and sixty-six thousand) Series BB shares and 7,516,377 (seven million five hundred sixteen thousand three hundred and seventy seven) Series B shares representative of the capital stock of Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.

(D) That it desires to participate in this Agreement to acknowledge of the sale of the Shares.

(E) Through the execution hereof, the Company hereby acknowledges and agrees on the actions contained herein.

III. LAS PARTES

(A) Las Partes declaran que se reconocen mutuamente la personalidad y capacidad jurídica con que comparecen a celebrar el presente Contrato y manifiestan que no existe en su celebración error, dolo, mala fe ni ningún otro vicio del consentimiento que pueda invalidarlo, y de conformidad otorgan las siguientes:

CLÁUSULAS

PRIMERA. Compraventa de Acciones. De conformidad con los términos y sujeto a las condiciones establecidas en el presente, el Comprador, en este acto acuerda comprar y el Vendedor en este acto acuerda vender, ceder, transferir y entregar al Comprador a más tardar en la Fecha de Cierre (según dicho término se define más adelante) la totalidad de las Acciones.

SEGUNDA. Precio y Pago del Precio de Compra. El precio de compra de las Acciones será la cantidad de \$5.47 M.N. (cinco pesos 47/100 Moneda Nacional) por Acción (el "**Precio de Compra**"). En la Fecha de Cierre, el Comprador deberá pagar al Vendedor el Precio de Compra mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta bancaria:

Cuenta:
CLABE:
Banco: CITI-Banamex

Las Partes acuerdan que, a elección del Comprador, el Precio de Compra podrá ser pagado en Dólares al tipo de cambio "spot" para la compra de Dólares utilizado como referencia en el mercado de compraventa de divisas de Nueva York a, o aproximadamente a, las 11:00AM (Hora del Este de Estados Unidos) prevaleciente el día hábil inmediato anterior a la Fecha de Cierre y según se evidencie en una impresión de pantalla que refleje el tipo de cambio aplicable para el pago del Precio de Compra que sea enviado por el Comprador al Vendedor, mediante transferencia electrónica de fondos inmediatamente disponibles a la siguiente cuenta bancaria:

III. THE PARTIES

(A) The Parties represent that they mutually acknowledge their power and authority and legal capacity to execute this Agreement and represent that in executing this Agreement there has been no error, deceit, bad faith or any other defect in their consent that might serve to invalidate this Agreement, and therefore agree to the following:

CLAUSES

FIRST. Stock Purchase and Assignment. Upon the terms and subject to the conditions set forth herein, the Purchaser hereby agrees to purchase and Seller hereby agrees to sell, assign, transfer and deliver to the Purchaser on the Closing Date (as defined below) all of the Shares.

SECOND. Price and Consideration. The purchase price for the Shares will be MXN\$5.47 (five pesos 47/100 Mexican Currency) per Share (the "**Purchase Price**"). On the Closing Date, the Purchaser shall pay Seller the Purchase Price by wire transfer of immediately available funds to the following account:

Account:
CLABE:
Bank: CITI-Banamex

The Parties agree that the Purchaser may elect to pay the Purchase Price in Dollars at the spot rate of exchange for the purchase of Dollars used as reference in the New York foreign exchange market at or about 11:00A.M. (Eastern Standard Time) prevailing on the business day immediately prior to the Closing Date and as evidenced by a screenshot of the applicable exchange rate for the payment of the Purchase Price delivered by Purchaser to Seller, by wire transfer of immediately available funds to the following account:

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA DE CV

Account Number:
Institution: Citibank, N.A.
ABA Number:
SWIFT: CITIUS33
Beneficiary: ICA TENEDORA SA DE CV

TERCERA. Cierre. Las Partes acuerdan que la consumación de la compraventa de las Acciones (el "**Cierre**") deberá llevarse a cabo dentro de los 10 (diez) días hábiles siguientes a la fecha del presente Contrato, o la otra fecha que se acuerde entre las Partes (la "**Fecha de Cierre**"). El Cierre tendrá lugar en las oficinas de Mijares, Angoitia, Cortés y Fuentes, S.C. ubicadas en Javier Barros Sierra No. 540, Piso 4, Colonia Santa Fe, C.P. 01210, Ciudad de México, México, o en aquel otro lugar que las Partes acuerden por escrito.

CUARTA. Acciones en el Cierre.

(a) En la Fecha de Cierre el Vendedor deberá entregar o hacer que se entregue al Comprador los títulos de acciones que amparen las Acciones debidamente endosados en propiedad al Comprador.

(b) En la Fecha de Cierre, el Comprador deberá entregar al Vendedor el pago del Precio de Compra y una copia de la confirmación de dicho pago emitida por el banco respectivo.

Cada una de las Partes se obliga a llevar a cabo los actos que fueren necesarios o convenientes para dar cumplimiento al presente Contrato y perfeccionar el Cierre en los términos aquí acordados.

QUINTA. Impuestos, Costos y Gastos. Las Partes convienen que todos los impuestos derivados del Cierre, deberán ser pagados por la parte que legamente esté obligada a pagar dicho impuesto conforme a las disposiciones aplicables. Todos los costos y gastos incurridos en relación con los actos previstos en el presente Contrato serán responsabilidad de la Parte que los incurra.

SEXTA. Indemnización. El Vendedor declara al Comprador que la Sociedad se encuentra en cumplimiento de toda la legislación aplicable y no tiene contingencia o pasivo no divulgado alguno de

THIRD. Closing. The Parties agree that the consummation of the sale and purchase of the Shares (the "**Closing**") shall take place within the following 10 (ten) business days as of the date hereof, or such other date as may be agreed separately by the Parties (the "**Closing Date**"). The Closing shall be held at the offices of Mijares, Angoitia, Cortés y Fuentes, S.C. located at Javier Barros Sierra No. 540, 4th Floor, Colonia Santa Fe, C.P. 01210, Mexico City, Mexico, or such other place as the Parties may mutually agree in writing.

FOURTH. Actions at Closing.

(a) At the Closing Seller shall deliver or cause to be delivered to the Purchaser the share certificates representing the Shares duly endorsed to Purchaser

(b) At the Closing, the Purchaser shall deliver to Seller, payment of the Purchase Price and a copy of the confirmation of the relevant payment issued by the relevant bank.

Each of the Parties agrees to carry out any actions that may be necessary or convenient to comply with this Agreement and perfect the Closing in the terms hereby.

FIFTH. Taxes, Costs and Expenses. The Parties hereto agree that all the taxes arising from the Closing, shall have to be paid by the party that is legally bound to pay such tax pursuant to the applicable provisions related with the transfer of the Shares. The costs and expenses incurred in connection with the assignment of the Shares will be exclusively borne by the Party that incurs on them.

SIXTH. Indemnification. Seller hereby represents and warrants to Purchaser that the Company has complied with all applicable laws and has no contingencies or undisclosed liabilities whatsoever

cualquier naturaleza, y no es parte o sujeto de un litigio o de cualquier otro procedimiento, ya sea administrativo o de cualquier naturaleza. El Vendedor estará obligado a indemnizar y sacar en paz y a salvo al Comprador por cualesquier daños o perjuicios derivados de cualquier acto previo a esta fecha o por cualquier imprecisión o falsedad en las declaraciones del Vendedor o la Sociedad contenidas en el presente.

SÉPTIMA. Misceláneos. (a) Modificaciones. Este Contrato o las obligaciones que de éste derivan no podrán ser modificados, terminados o renunciados salvo mediante convenio por escrito firmado por todas las Partes.

(b) Notificaciones. Todas las notificaciones y otras comunicaciones entre las Partes relacionadas con este Contrato deberán realizarse por escrito y a los siguientes domicilios:

Al Vendedor:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 52729991
Correo electrónico: prospero.ortega@ica.mx

Al Comprador:

Expanse S.À.R.L.
2c, Rue Nicolas Bové
L-1253 Luxemburgo
Gran Ducado de Luxemburgo
Atención: Nicholas Procopenko

c/o
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Suiza
Atención: Khaled Rezaie

A la Sociedad:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201

of any nature, and is not subject to any litigation or other type of administrative or other proceeding. Seller shall indemnify and hold the Purchaser harmless for any losses or damages resulting from any actions taken prior to the date hereof or from any of the representations by the Seller or the Company in this Agreement being inaccurate, false or incorrect in any way.

SEVENTH. Miscellaneous. (a) Modifications. This Agreement, and the obligations arising thereunder, shall not be modified, terminated or waived, unless such modification, termination or waiver is in a writing signed by all Parties.

(b) Notifications. All notifications and other communications between the Parties in connection with this Agreement shall be made in writing to the following addresses:

To the Seller:

ICA Tenedora, S.A. de C.V.
Torre Metrópoli, Piso 5
Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 52729991
E-mail: prospero.ortega@ica.mx

To the Purchaser:

Expanse S.À.R.L.
2c, Rue Nicolas Bové
L-1253 Luxembourg
Grand Duchy of Luxembourg
Attn: Nicholas Procopenko

c/o
KENDRIS Ltd.
Steinengraben 5
CH-4002 Basel
Switzerland
Attn: Khaled Rezaie

To the Company:

Servicios de Tecnología Aeroportuaria, S.A. de C.V.
Torre Metrópoli, Piso 5

Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Teléfono +52 55 5272 9991
Correo electrónico: ricardo.ibarra@ica.mx

Las notificaciones entregadas personalmente o por servicio de mensajería especializada se considerarán recibidas en la fecha en que sean entregadas. Las notificaciones transmitidas por facsímil se considerarán entregadas cuando sean transmitidas al destinatario.

Cada una de las Partes podrá, mediante notificación por escrito dirigida a las otras Partes, cambiar su domicilio o la persona a quien deban dirigirse las notificaciones y comunicaciones relacionadas con este Contrato.

(c) **Cesión.** Este Contrato es vinculante para sus Partes y sus respectivos sucesores o cesionarios permitidos. Ninguna de las Partes podrá, en momento alguno, ceder, transferir o gravar cualquiera de sus derechos o delegar cualquiera de sus obligaciones derivadas de este Contrato, salvo con el consentimiento previo y por escrito de la otra Parte.

NOVENA. Ley Aplicable y Jurisdicción. Para la interpretación, cumplimiento y ejecución del presente Contrato, las Partes se someten expresa e irrevocablemente a la jurisdicción de los tribunales competentes en la Ciudad de México, México, y renuncian de manera irrevocable a cualquier otra jurisdicción que pudiera corresponderles por razón de su domicilio presente o futuro o por cualquier otra causa.

DÉCIMA. Idioma. Este Contrato se firma en versiones en español e inglés, en el entendido, que la versión en español deberá prevalecer.

EN TESTIMONIO DE LO ANTERIOR, las Partes del presente Contrato han celebrado el mismo y lo han firmado a través de sus representantes debidamente autorizados para ello, en la fecha contenida en el proemio de este Contrato.

Avenida Patriotismo No. 201
Col. San Pedro de los Pinos, 03800
Benito Juárez, Ciudad de México
Phone: +52 55 5272 9991
E-mail: ricardo.ibarra@ica.mx

The notifications delivered personally or by specialized messaging service will be considered as received on the date on which they are given. The notifications issued by facsimile will be considered given when they are transmitted to the recipient.

Each Party may, through a written notification delivered to the other Parties, change its address or the person to whom the notifications and communications shall be delivered, in connection with this Agreement.

(c) **Assignment.** This Agreement is binding on its Parties and their respective permitted successors or assignees. None of the Parties shall, at any time, assign transfer or lien any of its rights or delegate any of its obligations arising from this Agreement, except with the prior written consent of the other Party.

NINTH. Applicable Law and Jurisdiction. For the interpretation, performance and enforcement of this Agreement, the Parties hereby irrevocably submit to the jurisdiction of the competent courts of Mexico City, Mexico, and hereby irrevocably waive any other jurisdiction that may apply to them for reason of their present or future domicile or for any other reason.

TENTH. Language. This Agreement is executed in both English and Spanish versions, provided that, the Spanish version shall prevail.

IN WITNESS WHEREOF, the parties hereto have themselves executed or caused this Agreement to be executed by their authorized representatives as of the date first above written.

[siguen hojas de firma / signature pages to follow]

**EL VENDEDOR / SELLER
ICA TENEDORA, S.A. DE C.V.**

/s/ Próspero Antonio Ortega Castro

Nombre / By: Próspero Antonio Ortega Castro

Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ José Bernardo Casas Godoy

Nombre / By: José Bernardo Casas Godoy

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor, Expanse S.Á.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller, Expanse S.Á.R.L., as purchaser, accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

EL COMPRADOR / PURCHASER
EXPANSE S.Á.R.L.

/s/ Julio R. Rodriguez, Jr.

Nombre / By: Julio R. Rodriguez, Jr.

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor; Expanse S.Á.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller; Expanse S.Á.R.L., as purchaser; accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

LA SOCIEDAD / THE COMPANY
SERVICIOS DE TECNOLOGÍA AEROPORTUARIA, S.A. DE C.V.

/s/ Ricardo Ibarra Garcia Parra

Nombre / By: Ricardo Ibarra Garcia Parra

Cargo / Title: Apoderado Legal / Attorney-in-fact

/s/ Rodolfo Noble Medina

Nombre / By: Rodolfo Noble Medina

Cargo / Title: Apoderado Legal / Attorney-in-fact

[Hoja de firmas del contrato de compraventa de acciones celebrado entre ICA Tenedora, S.A. de C.V., como vendedor, Expanse S.Á.R.L., con el consentimiento y acuerdo de Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

[Signature page to the stock purchase agreement entered into by and between ICA Tenedora, S.A. de C.V., as seller, Expanse S.Á.R.L., as purchaser, accepted and agreed by Servicios de Tecnología Aeroportuaria, S.A. de C.V.]

LOAN AGREEMENT

12 June 2020

Between

Fintech Investments Ltd.

as Lender

and

Expanse S.à r.l.

as Borrower

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THIS INTEREST-BEARING LOAN AGREEMENT (the **Agreement**) is dated 12 June 2020 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) **Expansa 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 2C, Rue Nicolas Bové, L-1253 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B240858 (the **Borrower** and together with the Lender, the **Parties**).

WHEREAS:

- (A) On the date of this Agreement, the Borrower acquired from ICA Tenedora S.A. de C.V. (ICA) 160,423,750 shares of capital stock of Servicios de Tecnología Aeroportuaria, S.A. de C.V. (**SETA**), a Mexican corporation (*sociedad anónima*) and wholly-owned subsidiary of ICA, for which Borrower paid 15% of the purchase price (i.e. USD 5,869'370.95) in cash, which amount was financed by a contribution from Fintech Holdings Inc. (the **Shareholder**) to the Company's 115 Account (the **115 Contribution**), and left the remaining 85% of the purchase price outstanding (i.e. USD 33,259,768.74), which amount will be financed by Fintech Investments Ltd. (the **FIL Receivable**);
- (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 FI Receivable. These terms and conditions take the form of an interest-bearing loan in an aggregate principal amount of thirty-three million, two hundred fifty-nine thousand, seven hundred sixty-eight and 74/100] United States dollars (USD 33,259,768.74) (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, for any Interest Period, a rate of 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 2028, 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 (<i>sursis de paiement</i>), controlled management (<i>gestion contrôlée</i>), composition with creditors (<i>concordat préventif de faillite</i>), suspension of enforcement measures, reorganisation or reduction of claims, the appointment of a temporary administrator (<i>administrateur provisoire</i>) 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 (<i>faillite</i>) 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 2020. Each following Interest Period shall start on

the last day of its preceding Interest Period and shall end on each 30 June and 31 December in any calendar year during the term of this Agreement (each an **Interest Payment Date**). If an Interest Period would otherwise end on an Interest Payment Date which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

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 All payments 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.

5.4 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 2C, Rue Nicolas Bové, L-1253 Luxembourg

Attention: Board of Managers

Tel: +352 27 40 39 32 61

Email address: nick.procopenko@ylp.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.

{Remainder of page intentionally left blank - Signature page(s) follow(s)}

LENDER Diretora Corporate Services S.A.
 acting as director of

Fintech Investments Ltd.

/s/ Khaled Rezaie

By: **Khaled Rezaie**
Title: Director / Secretary

/s/ Andrea Ronco

By: **Andrea Ronco**
Title: Assistant Vice President

BORROWER

Expansè S.À R.L.

/s/ Mr. Khaled REZAIE

Mr. Khaled REZAIE
Class A Manager

/s/ Mr. Nicholas PROCOPENKO

Mr. Nicholas PROCOPENKO
Class B Manager

/s/ Mr. Luc GERONDAL

Mr. Luc GERONDAL
Class B Manager

/s/ Mr. Julio R. RODRIGUEZ, JR.

Mr. Julio R. RODRIGUEZ, JR.
Class C Manager

[Expansè — Loan Agreement]

LOAN AGREEMENT

12 June 2020

Between

Fintech Investments Ltd.

as Lender

and

Harpoon S.à r.l.

as Borrower

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THIS INTEREST-BEARING LOAN AGREEMENT (the **Agreement**) is dated 12 June 2020 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, (**FIL**, or the **Lender**); and
- (2) **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 13, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B228590 (the **Company**, or the **Borrower** and together with the Lender, the **Parties**).

WHEREAS:

- (A) On the date of this Agreement, the Borrower acquired certain certificated shares of a Mexican corporation for which Borrower paid USD 39,714,675.94 (the **Purchase Price**), 38% of which Purchase Price (i.e. USD 14,923,599.53) was paid in cash, and left the remaining 62% of the Purchase Price outstanding (i.e. USD 24,791,076.42). Of the portion of the Purchase Price paid in cash, Borrower applied the proceeds from the repayment of that certain loan dated as of the date hereof with effect as from March 10, 2020 between the Company and FIL, received a capital contribution to the Company's account 115 (*compte 115 - "apport en capitaux propres non rémunéré par des titres"*) of the Luxembourg standard Chart of Accounts (the **Account 115**) of USD 364,439.26 and wishes to borrow the balance (i.e. USD 2,065,155.83, the **FIL Receivable**);
- (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 FI Receivable. These terms and conditions take the form of an interest-bearing loan in an aggregate principal amount of two million, sixty-five thousand, one hundred fifty-five and 83/100 United States dollars (USD 2,065,155.83) (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, for any Interest Period, a rate of 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 2028, 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 (<i>sursis de paiement</i>), controlled management (<i>gestion contrôlée</i>), composition with creditors (<i>concordat préventif de faillite</i>), suspension of enforcement measures, reorganisation or reduction of claims, the appointment of a temporary administrator (<i>administrateur provisoire</i>) 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 (<i>faillite</i>) 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 2020. Each following Interest Period shall start on

the last day of its preceding Interest Period and shall end on each 30 June and 31 December in any calendar year during the term of this Agreement (each an **Interest Payment Date**). If an Interest Period would otherwise end on an Interest Payment Date which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

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, which provision may be waived by Lender.

5.3 All payments 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.

5.4 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 11-13, Boulevard de la Foire, L-1528 Luxembourg

Attention: Board of Managers

Tel: +352 262743 31

Email address: S.Hepineuze@amicorp.com

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.

{Remainder of page intentionally left blank - Signature page(s) follow(s)}

SIGNATURE PAGE OF THE INTEREST-BEARING LOAN AGREEMENT

LENDER Diretora Corporate Services S.A.
 acting as director of

Fintech Investments Ltd.

/s/ Khaled Rezaie

By: **Khaled Rezaie**

Title: Director / Secretary

/s/ Josua Buser

By: **Josua Buser**

Title: Assistant Vice President

HARPOON S.À.R.L.

/s/ Mr. Khaled REZAIE

Mr. Khaled REZAIE

Class A Manager

/s/ Mr. Stéphane HEPINEUZE

Mr. Stéphane HEPINEUZE

Class B Manager

/s/ Mr. François MEUNIER

Mr. François MEUNIER

Class B Manager

/s/ Mr. Julio R. RODRIGUEZ, JR.

Mr. Julio R. RODRIGUEZ, JR.

Class C Manager

[Harpoon — June 2020 Loan Agreement]
