

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2022-12-07**
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SUBJECT COMPANY

Central North Airport Group

CIK: **1378239** | IRS No.: **000000000** | State of Incorporation: **O5** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-82627** | Film No.: **221450798**
SIC: **4581** Airports, flying fields & airport terminal services

Mailing Address	Business Address
AEROPUERTO INTERNACIONAL DE MONTERREY CARRETERA MIGUEL ALEM?N, KM. 24 S/N APODACA, NUEVO LE?N O5 66600	AEROPUERTO INTERNACIONAL DE MONTERREY CARRETERA MIGUEL ALEM?N, KM. 24 S/N APODACA, NUEVO LE?N O5 66600 (52) (81) 8625 4300

FILED BY

Fintech Holdings Inc.

CIK: **1824550** | IRS No.: **133960500** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Mailing Address	Business Address
375 PARK AVENUE NEW YORK CITY NY 10152	375 PARK AVENUE NEW YORK CITY NY 10152 212 593 3536

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 16)*

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

(Name of Issuer)

Series B Shares of Common Stock (“Series B Shares”)

(Title of Class of Securities)

4005102⁽²⁾

(CUSIP Number)

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

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

December 7, 2022

(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 0
	8. Shared Voting Power 0
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0
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) 0
14.	Type of Reporting Person (see instructions) IN

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Fintech Advisory 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 0
	8. Shared Voting Power 0
	9. Sole Dispositive Power 0

	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
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) 0	
14.	Type of Reporting Person (see instructions) HC, CO	

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 0
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
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) 0	
14.	Type of Reporting Person (see instructions) HC, CO	

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) N/A	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Luxembourg	
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power 0
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
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) 0	
14.	Type of Reporting Person (see instructions) HC, CO	

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) N/A	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Luxembourg	
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power 0
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power

		0
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
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) 0	
14.	Type of Reporting Person (see instructions) HC, CO	

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) N/A	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Luxembourg	
Number of Shares Beneficially Owned by Each Reporting Person with	7.	Sole Voting Power 0
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
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) 0	
14.	Type of Reporting Person (see instructions) HC, CO	

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) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each Reporting Person with	7. Sole Voting Power 0
	8. Shared Voting Power 0
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0
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) 0
14.	Type of Reporting Person (see instructions) HC, CO

CUSIP No. Not Applicable	
1.	Names of Reporting Persons Expansa 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) N/A
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6.	Citizenship or Place of Organization Luxembourg
Number of Shares Beneficially Owned by Each	7. Sole Voting Power 0
	8. Shared Voting Power 0

Reporting Person with	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 0	
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) 0	
14.	Type of Reporting Person (see instructions) HC, CO	

Item 1. Security and Issuer

This Amendment No. 16 (the “Sixteenth Amendment”) amends the Schedule 13D filed with the Securities and Exchange Commission (“SEC”) on November 1, 2007 (the “Schedule 13D”), as subsequently amended, and is being filed by David Martínez (“DM”), Fintech Advisory Inc. (“FAI”), 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”) and Expanse S.à r.l. (“Expanse” and, together with DM, FAI, FH, Bagual, Grenadier, Pequod and Harpoon, the “Reporting Persons”), 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” or “OMA”). Capitalized terms used but not otherwise defined in this Amendment have the meanings ascribed to such terms in the Schedule 13D, as amended.

This Amendment is being filed to report (i) the completion of the assignment and transfer of 100% of the equity interests in Harpoon, Grenadier, Pequod and Expanse as described in Amendment 15 and (ii) the completion of the sale of 100% of the equity interests in Servicios de Tecnología Aeroportuaria, S.A. de C.V. (“SETA”) and Aerodrome Infrastructure S.à r.l. (“Aerodrome”) as described in Amendment 14.

Item 2. Identity and Background

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

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 Martínez

David Martínez is the sole shareholder of FH and FAI. David Martínez 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 Martínez is Chairman of the Board and Special Director of FAI.

Fintech Advisory

The purpose of FAI is to serve as the investment advisor of FH and related entities. FAI is wholly owned by David Martínez. Bagual is a wholly-owned subsidiary of FH. FAI is the Sales Coordinator for Harpoon, Expanse, Pequod and Grenadier until August 2, 2023. The principal business address of FAI 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 Martínez. Bagual is a wholly-owned subsidiary 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.

Harpoon

The purpose of Harpoon is to hold investments. 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.

Grenadier

The purpose of Grenadier is to hold investments. 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.

Pequod

The purpose of Pequod is to hold investments. 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.

Expanse

The purpose of Expanse is to hold investments. The registered office of Expanse is located at 2c, Rue Nicolas Bové, L-1253 Luxembourg, Grand Duchy of Luxembourg. The telephone number at which Expanse principal executive offices can be reached is +352 27 40 39 32 61. Expanse, 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.

Item 4. Purpose of Transaction

Item 4 is amended to add the following paragraphs:

On December 2, 2022, the parties to the SPA entered into an amendment to the SPA (the "SPA Amendment"), a copy of which is filed as Exhibit 36 to this Schedule 13D and is incorporated herein by reference in its entirety.

On December 6, 2022, the aforementioned assignment and transfer transactions by FH closed pursuant to Assignment Agreements executed on August 2, 2022:

- 100% of the equity interests in Harpoon to Latin America Infrastructure S.à r.l., a Luxembourg company;
- 100% of the equity interests in Pequod to Latin America Investment S.à r.l., a Luxembourg company;
- 100% of the equity interests in Expanse to Latin America Aviation S.à r.l., a Luxembourg company; and
- 100% of the equity interests in Grenadier to Latin America Finance S.à r.l., a Luxembourg company.

On December 7, 2022, the sale by FH, Bagual, Grenadier, Pequod, Harpoon and Expanse of 100% of their equity interest in SETA and Aerodrome to CONCESSOC 31 SAS was completed.

As a result of these transactions, David Martínez, FAI, FH, Bagual, Grenadier, Pequod, Harpoon and Expanse may no longer be deemed to own or have the power to vote or dispose of any Series B or Series BB Shares of OMA, or 0% of OMA's issued and outstanding capital stock.

The information disclosed in this section does not purport to be complete and is qualified in its entirety by reference to the Assignment Agreements and the SPA Amendment, copies of which are filed as Exhibits 32-36 to this Schedule 13D and are incorporated herein by reference in their entirety. Investors are urged to read the Assignment Agreements and SPA Amendment for more complete descriptions of the provisions contained therein.

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 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.

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		Indirectly Owned		Directly and Indirectly Owned	
	Number	% of Class	Number	% of Class	Number	% of Class
David Martínez	0	0%	0	0%	0	0%
FAI	0	0%	0	0%	0	0%
FH	0	0%	0	0%	0	0%
Bagual	0	0%	0	0%	0	0%
Grenadier	0	0%	0	0%	0	0%
Pequod	0	0%	0	0%	0	0%
Harpoon	0	0%	0	0%	0	0%
Expanse	0	0%	0	0%	0	0%

(c) On November 15, 2022, in accordance with the SPA, Aerodrome finalized its sales in the market of 1,625,368 Series B Shares for a gross average price of Ps.162.28 per share, decreasing its shareholding from 60,155,201 Series B Shares to 58,529,833 Series B Shares.

Except as described above, no transactions in Series B Shares were effected by the Reporting Persons during the 60-day period ended December 7, 2022.

(d) Not applicable.

(e) Not applicable.

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

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

Item 7. Material to Be Filed as Exhibits.

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

Exhibit Number	Description
<u>36</u>	<u>Amendment No. 1 to the Share Purchase Agreement, dated December 2, 2022, by and among, <i>inter alia</i>, FH, Bagual, Grenadier, Pequod, Harpoon and Expanse, as sellers, and CONCESSOC 31 SAS, as purchaser.</u>

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: December 7, 2022

DAVID MARTÍNEZ

By: /s/ David Martínez

FINTECH ADVISORY INC.

By: /s/ David Martínez

Name: David Martínez

Title: Authorized Person

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 Fintech Advisory Inc.

acting as Sales Coordinator for 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 Fintech Advisory Inc.

acting as Sales Coordinator for 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 Fintech Advisory Inc.

acting as Sales Coordinator for 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 Fintech Advisory Inc.

acting as Sales Coordinator for Expanse S.à r.l.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

AMENDMENT NO. 1 TO SHARE PURCHASE AGREEMENT

This Amendment No. 1 to the Share Purchase Agreement (the “**Amendment**”), dated as of December 2, 2022, is entered into by and among (i) Fintech Holdings, Inc., a Delaware corporation (“**Fintech**”), (ii) Bagual S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 10, rue Mathias Hardt, L-1717 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B219977 (“**Bagual**”), Grenadier S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 51, boulevard Grande Duchesse Charlotte, L-1331 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B219909 (“**Grenadier**”), Pequod S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B219910 (“**Pequod**”), Harpoon S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 11-13, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B228590 (“**Harpoon**”), and Expanse S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 12, rue Jean Engling, L-1466 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B240858 (“**Expanse**”, and together with Bagual, Grenadier, Pequod and Harpoon, the “**LuxCo Sellers**”), (iii) CONCESSOC 31 SAS, a simplified joint-stock company incorporated under the laws of France, (the “**Purchaser**”), (iv) Servicios de Tecnología Aeroportuaria, S.A. de C.V., a corporation (*sociedad anónima de capital variable*) organized under the laws of Mexico (“**SETA**”) and Aerodrome Infrastructure S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 1, rue Jean-Pierre Brasseur, L-1258 Luxembourg, Grand Duchy of Luxembourg and registered with the RCS under number B251461 (“**Aerodrome**”, and together with SETA, the “**Acquired Companies**”), (v) solely for the purposes of Section 10.01 of the Original Agreement (as defined below), Fintech Investments Ltd. (the “**Seller Guarantor**”), and (vi) solely for the purposes of Section 10.02 of the Original Agreement, VINCI Airports SAS (the “**Purchaser Guarantor**”). Fintech and the LuxCo Sellers are collectively referred to herein as the “**Sellers**”, and together with the Purchaser, the Acquired Companies, the Seller Guarantor and the Purchaser Guarantor, as the “**Parties**” and each a “**Party**”. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Original Agreement.

WHEREAS, on July 31, 2022, the Parties entered into that certain Share Purchase Agreement (the “**Original Agreement**”) in connection with the sale to the Purchaser by the Sellers of the SETA Shares and the Aerodrome Shares.

WHEREAS, the Parties wish to amend the Original Agreement as set forth herein.

WHEREAS, pursuant to Section 9.02 of the Original Agreement, the Original Agreement may be amended, modified or supplemented by an instrument in writing specifically designated as an amendment thereto and executed by each of the Parties, and each and every reference to the “Agreement” as used in the Original Agreement, shall, from and after the date of this Amendment, mean the Original Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the foregoing, as of the date hereof, the Parties hereby agree as follows:

1. The Parties hereby amend the Original Agreement as set forth in this Amendment, as follows:

a) Exhibit D (*Corporate Reorganization*) is hereby amended and replaced in its entirety as follows:

“Exhibit D

Corporate Reorganization

- *Fintech Holdings, Inc. to sell 100% of the equity interests in Harpoon S.à r.l. to Latin America Infrastructure S.à r.l.*
- *Fintech Holdings, Inc. to sell 100% of the equity interests in Pequod S.à r.l. to Latin America Investment S.à r.l.*
- *Fintech Holdings, Inc. to sell 100% of the equity interests in Expanse S.à r.l. to Latin America Aviation S.à r.l.*
- *Fintech Holdings, Inc. to sell 100% of the equity interests in Grenadier S.à r.l. to Latin America Finance S.à r.l.”*

b) Section 1.01 is hereby amended by adding the following new definitions in the appropriate alphabetical order:

*“**Administrative Agent**” shall mean GLAS USA LLC, as administrative agent under the MLA, or any successor appointed pursuant to the MLA.*

*“**Calculation Agent**” shall mean Banco Santander Mexico, S.A., Institución de Banca Múltiple, Grupo Financiero Santander Mexico, as calculation agent under the MLA, or any successor appointed pursuant to the MLA.*

*“**Closing Debt**” shall mean the total amount of Debt and all interest accrued thereon, if any, as of the Closing Date, in each case, due and payable by Aerodrome (i) to the Lenders pursuant to the MLA (“**MLA Closing Debt**”), and (ii) to the Seller Guarantor pursuant to the Fintech Investments Loan Agreements (“**Fintech Closing Debt**”). The US Dollar-equivalent amount of the MLA Closing Debt, which is denominated in Pesos, will be calculated using the Conversion Rate available two (2) Business Days prior to the Closing Date.*

*“**Conversion Rate**” means the Peso/US Dollar exchange rate published by Bloomberg Fixings page BFIX for MXN at 8:30 a.m. New York Time on the relevant Business Day.*

*“**Existing Lenders**” shall mean ICBC Standard Bank, Banco Santander Mexico, S.A., Institución de Banca Múltiple, Grupo Financiero Santander Mexico and Banco Inbursa, S.A., Institución de Banca Múltiple, Grupo Financiero Inbursa, as lenders under the MLA.*

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*“**Fintech Investments Loan Agreements**” shall mean (i) the loan agreement, dated as of July 9, 2021, by and between the Seller Guarantor, as lender, and Aerodrome, as borrower, as amended from time to time, and (ii) the loan agreement dated as of July 29, 2021, by and between the Seller Guarantor, as lender, and Aerodrome, as borrower, as amended from time to time.*

*“**International Security Agent**” shall mean GLAS Americas LLC, as International Security Agent under the MLA, or any successor appointed pursuant to the MLA.*

*“**Mexican Security Agent**” shall mean CIBanco, S.A., Institución de Banca Múltiple in its capacity as Mexican security agent under the MLA, or any successor appointed pursuant to the MLA.*

*“**MLA**” shall mean the margin loan agreement, dated as of December 6, 2021, by and among Aerodrome, as borrower, the Existing Lenders, as lenders, the Administrative Agent, the Calculation Agent, and the International Security Agent.*

*“**Pesos**” means the lawful currency of Mexico.*

c) Section 2.01(a) is hereby amended and replaced in its entirety as follows:

(a) On the terms and subject to the conditions set forth in this Agreement, at Closing, the Sellers shall sell, convey, assign, transfer and deliver to the Purchaser and the Purchaser shall purchase and acquire from the Sellers, all (but not less than all) of Sellers' right, title and interest (whether legal or beneficial) in, to and under the Shares, including without limitation all rights attaching to such Shares, in each case free and clear of any Encumbrances (other than Encumbrances securing obligations under the Existing Debt that shall be released upon the deposit by the Purchaser of an aggregate amount equal to the MLA Closing Debt pursuant to Section 2.02(b)(ii)(E)). The foregoing, on the understanding that the Purchaser may assign to VINCI Airports Participations SAS, a wholly-owned French subsidiary of VINCI Airports, its right to purchase one (1) SETA Share in order to comply with Mexican law."

d) Section 2.01(b) is hereby amended and replaced in its entirety as follows:

*(b) In consideration for the Shares, the Purchaser shall pay an aggregate purchase price equal to US\$1,170,000,000, less an aggregate amount equal to the Closing Debt (which shall be deposited by the Purchaser on the Closing Date in accordance with Sections 2.02(b)(ii)(E) and 2.02(b)(ii)(F)) (the "**Purchase Price**"), which shall be payable in US Dollars and by wire transfer of immediately available funds to the Designated Closing Bank Accounts. The Purchase Price shall be allocated as described in Section 2.01(b) of the Seller Disclosure Schedules.*

e) Section 2.02(b)(i)(C) is hereby amended and replaced in its entirety as follows:

"(C) deleted"

f) Section 2.02(b)(i)(I) is hereby amended and replaced in its entirety as follows:

"(I) an accurate, executed, and complete IRS Form W-9 (or successor form) with respect to Fintech;"

g) Section 2.02(b)(i)(O) is hereby amended and replaced in its entirety as follows:

*"(O) signed minutes of a shareholders' meeting of OMA to occur on or prior to the Closing Date; it being understood that (I) the call for such Shareholders' Meeting must be published on or before November 8, 2022, (II) such resolutions will become effective upon Closing and shall (a) approve the resignation of each Resigning D&O releasing and discharging them in accordance with the release language included in Exhibit C (the "**Resigning D&O Release**"), and (b) appoint new officers and members of the board of directors of OMA (in substitution of the Resigning D&Os) nominated or proposed no later than fifty-five (55) days following the Antitrust Filings;"*

h) Section 2.02(b)(i) is hereby amended to add the following:

"(Q) evidence of the delivery by Aerodrome, no later than the date that is three (3) Business Days prior to the Closing Date, of a prepayment notice pursuant to the terms of the MLA notifying the Administrative Agent of the prepayment in full of the MLA Closing Debt; provided that such notice may be conditioned on the Closing of the Transactions;"

"(R) evidence of the delivery of appropriate instructions to the Calculation Agent/International Security Agent/Mexican Security Agent as necessary pursuant to the MLA for purposes of the Purchaser's payment of the MLA Closing Debt and the release of all Encumbrances securing the MLA Closing Debt on the Closing Date, in accordance with Section 2.02(b)(ii)(E) of this Agreement;"

"(S) an executed copy of (i) a pay-off letter in form and substance reasonably acceptable to the Purchaser signed by all parties to the MLA confirming (a) release of all Encumbrances securing the MLA Closing Debt upon receipt of funds by CIBanco, S.A., Institución de Banca Múltiple, in its capacity as trustee under the trust agreement securing the MLA Closing Debt, and (b) repayment in full of the MLA Closing Debt upon receipt of funds by each of the Lenders; and (ii) a pay-off letter in form and substance reasonably acceptable to the Purchaser signed by Aerodrome and the Seller Guarantor confirming repayment in full of the Fintech Investments Closing Debt upon receipt of funds by the Seller Guarantor."

- i) Section 2.02(b)(ii) is hereby amended to add the following:

“(E) deposit an aggregate amount equal to the MLA Closing Debt in Pesos and by wire transfer of immediately available funds to CIBanco, S.A., Institución de Banca Múltiple, in its capacity as trustee under the trust agreement securing the MLA Closing Debt;”

“(F) deposit an aggregate amount equal to the Fintech Investments Closing Debt in US Dollars and by wire transfer of immediately available funds to a Designated Closing Bank Account designated in writing to the Purchaser not less than two (2) Business Days prior to the Closing Date;”

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- j) Section 5.01(c)(i) is hereby amended to read as follows:

“Termination of Affiliate Arrangements. All contracts and agreements between an Acquired Company, on the one hand, and the Sellers and their Affiliates, on the other hand, other than any contracts to which only Acquired Companies are party, shall be terminated on or immediately prior to the consummation of the Closing, and all obligations and liabilities thereunder shall be deemed to have been satisfied

- k) Section 5.01(c)(ii) is hereby amended and replaced in its entirety as follows:

“(ii) Repayment of Existing Debt. On or prior to the consummation of the Closing, the Sellers shall or shall cause the Acquired Companies, as applicable, to, conditioned upon the payment by the Purchaser of the Closing Debt pursuant to Sections 2.02(b)(ii)(E) and 2.02(b)(ii)(F) (i) irrevocably terminate any contracts or agreements relating to Existing Debt and listed in Section 5.01(c) of the Seller Disclosure Schedules (the “Existing Debt Contracts”), (ii) irrevocably terminate all outstanding lending commitments (including commitments to issue letters of credit) of each lender under the Existing Debt Contracts, (iii) terminate all guarantees under or in connection with the Existing Debt Contracts, (iv) irrevocably terminate all Encumbrances granted over, or secured by, the Shares, the OMA Shares and any other property of any Acquired Company pursuant to or in connection with any of the Existing Debt Contracts or otherwise securing amounts evidenced by any of the Existing Debt Contracts, and (v) irrevocably terminate all swaps, hedging obligations, and other derivative instruments entered into under or in connection with the Existing Debt Contracts; provided that, the Purchaser acknowledges and agrees that Aerodrome may assign to Fintech (or its designees or affiliates) any right to receive payments upon the termination of such swaps, hedging obligations and other derivative instruments entered into under or in connection with the Existing Debt Contracts.”

- l) The Original Agreement is amended to add Exhibit E (*Form of Flow of Funds Memorandum*) hereto, which is in substantially agreed form, subject to completion of certain amounts of disbursements to be made on the Closing Date.

2. Except as set forth in this Amendment, the Original Agreement, as amended hereby, shall remain in full force and effect in accordance with its terms.

3. This Amendment shall inure to the benefit of and is binding upon the parties hereto and their respective transferees, successors and assigns.

4. Sections 1.02 (*Interpretation*), 9.04 (*Counterparts*), 9.07 (*Governing Law*) and 9.08 (*Arbitration*) of the Original Agreement are hereby incorporated by reference into this Amendment, *mutatis mutandis*.

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IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to the Original Agreement as of the date first written above.

SELLERS:

FINTECH HOLDINGS, INC.

By: /s/ David M. Martinez

Name: David M. Martinez

Title: Special Director

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

BAGUAL S.À R.L.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Class C Manager

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

GRENADIER S.À R.L.

By Fintech Advisory Inc.

acting as Sales Coordinator for Grenadier S.à r.l.

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

PEQUOD S.À R.L.

By Fintech Advisory Inc.

acting as Sales Coordinator for Pequod S.à r.l

By: /s/ Julio Rafael Rodriguez, Jr.

Name: Julio Rafael Rodriguez, Jr.

Title: Authorized Person

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

HARPOON S.À R.L.

By Fintech Advisory Inc.
acting as Sales Coordinator for Harpoon S.à r.l.

By: /s/ Julio Rafael Rodriguez, Jr.
Name: Julio Rafael Rodriguez, Jr.
Title: Authorized Person

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

EXPANSE S.À R.L.

By Fintech Advisory Inc.
acting as Sales Coordinator for Expanse s.à r.l.

By: /s/ Julio Rafael Rodriguez, Jr.
Name: Julio Rafael Rodriguez, Jr.
Title: Authorized Person

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

PURCHASER:

CONCESSOC 31 SAS

By: /s/ Pierre-Maxime Lemonnier
Name: Pierre-Maxime Lemonnier
Title:

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

ACQUIRED COMPANIES:

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

By: /s/ Christian Whamond
Name: Christian Whamond
Title: Authorized Person

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

AERODROME INFRASTRUCTURE S.À R.L.

By: /s/ Julio Rafael Rodriguez, Jr.
Name: Julio Rafael Rodriguez, Jr.
Title: Class C Manager

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

FINTECH INVESTMENTS LTD., solely for the purposes of Section 10.01 of the Share Purchase Agreement

By: /s/ Khaled Rezaie
Name: Diretora Corporate Services S.A.
as sole director
By: Khaled Rezaie
Title: Director/Secretary

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

VINCI AIRPORTS SAS, solely for the purposes of Section 10.02 of the Share Purchase Agreement

By: /s/ Olivier Mathieu
Name: Olivier Mathieu
Title:

[Signature Page to Amendment No. 1 to Share Purchase Agreement]

Exhibit E
Form of Flow of Funds Memorandum
