UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

X **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 001-36059

Controladora Vuela Compania de Aviacion, S.A.B. de C.V.

Controladora Vuela Compañía de Aviación, S.A.B. de C.V.
(Exact name of Registrant as specified in its charter)

Volaris Aviation Holding Company
(Translation of Registrant's name into English)

United Mexican States
(Jurisdiction of incorporation or organization)

Av. Antonio Dovalí Jaime No. 70, 13 Floor, Tower B
Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón
United Mexican States, Mexico City, 01210
(Address of principal executive offices)

Renato Duarte Salomone (ir@volaris.com)
Av. Antonio Dovalí Jaime No. 70, 13 Floor, Tower B, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, United Mexican States, Mexico City, 01210
(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
American Depositary Shares (ADSs), each representing ten (10) Ordinary Participation Certificates (Certificados de Participación Ordinarios) ("CPOs"), each CPO representing the economic interest in one (1) share of Series A common stock, no par value	VLRS	New York Stock Exchange
Series A shares of common stock, no par value	VOLAR A	Mexican Stock Exchange

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

Ordinary Participation Certificates (*Certificados de Participación Ordinarios*):	898,850,497
Series A shares of common stock, no par value per share:	267,126,180

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐ Yes x No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐ Yes x No

Note — Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

x Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

x Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer x Non-accelerated filer ☐ Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. x

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during

the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board X	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes X No

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FORWARD-LOOKING STATEMENTS AND ASSOCIATED RISKS

This annual report on Form 20-F, or our "annual report," contains forward-looking statements within the meaning of Section 27A of the U.S. Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), which represent the Company's expectations, beliefs, or projections concerning future events and financial trends affecting the financial condition of our business. When used in this annual report, the words "expects," "intends," "estimates," "predicts," "plans," "anticipates," "indicates," "believes," "forecast," "guidance," "potential," "outlook," "may," "continue," "will," "should," "seeks," "targets" and similar expressions are intended to identify forward-looking statements. Similarly, statements that describe the Company's objectives, plans or goals, or actions the Company may take in the future, are forward-looking statements. Forward-looking statements include, without limitation, statements regarding the Company's intentions and expectations regarding the delivery schedule of aircraft on order, full year 2026 outlook and guidance, expectation to receive certain compensation in connection with P&W GTF engine removals, anticipated execution of the Company´s business plan, focus on the Company´s 2026 priorities, expected new service routes and customer savings programs, and the proposed business combination ("Proposed Transaction") with Grupo Viva Aerobus, S.A. de C.V. ("Viva"). Forward-looking statements should not be read as a guarantee or assurance of future performance or results and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking statements are based on information available at the time those statements are made and/or management's good faith belief as of that time with respect to future events and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. Forward-looking statements are subject to a number of factors that could cause the Company's actual results to differ materially from the Company's expectations, including the competitive environment in the airline industry; the Company's ability to keep costs low; changes in fuel costs; the impact of worldwide economic conditions on customer travel behavior; the Company's ability to generate non-passenger revenues; geopolitical uncertainty and instability; rising inflation, higher operating costs, reduced consumer spending, and slower global economic growth; government regulation; the Company's ability to consummate the Proposed Transaction; possible disruption related to the Proposed Transaction to Volaris' current plans or operations; the diversion of management time and attention from ongoing business operations and opportunities related to the Proposed Transaction; the response of competitors to the Proposed Transaction; and the combined company's ability to realize anticipated cost savings, synergies or growth from the Proposed Transaction in the timeframe expected or at all. Additional information concerning these, and other factors detailed in the Company's U.S. Securities and Exchange Commission ("SEC") filings. All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements set forth above. These risks and uncertainties include, but are not limited to, those described below under "Summary Risk Factors" and Part I, Item 3D. Risk Factors, Part I, Item 5. Operating and Financial Review and Prospects and other risks and uncertainties listed from time to time in our filings with the SEC. In light of these risks and uncertainties, the forward-looking events and circumstances discussed in this annual report may or may not occur and actual results could differ materially from those anticipated or implied in the forward-looking statements.

All forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements set forth above. Additionally, our discussion herein and elsewhere such as our website, particularly of ESG initiatives and related issues, are informed by various standards and frameworks (including standards for the measurement of underlying data) and the interests of various stakeholders, which may be more expansive than certain requirements under US federal securities laws. In particular, while we may use language such as "material" or "materiality" in connection with certain disclosures, materiality is subject to various definitions (particularly in the ESG context) such that information may not be "material" under the federal securities laws definition of materiality for SEC reporting purposes. Furthermore, much of this information is subject to assumptions, estimates, or third-party information that is still evolving and subject to change. For example, our disclosures may change due to revisions in framework requirements, availability of information, changes in our business or applicable government policies, changing stakeholder focus, or other factors, some of which may be beyond our control. Given the uncertainties, estimates, and assumptions involved, the materiality of some of this information is inherently difficult to assess far in advance. Forward-looking statements speak only as of the date of this annual report. You should not put undue reliance on any forward-looking statements. We assume no obligation to update forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information, except to the extent required by applicable law. If we update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

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INTRODUCTION AND USE OF CERTAIN TERMS

In this annual report, we use the term "Volaris" to refer to Controladora Vuela Compañía de Aviación, S.A.B. de C.V., "Volaris Opco" to refer to Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., "Comercializadora" to refer to Comercializadora Volaris, S.A. de C.V., "Servicios Corporativos" to refer to Servicios Corporativos Volaris, S.A. de C.V., "Servicios Earhart" to refer to Servicios Earhart, S.A., "Vuela" to refer to Vuela, S.A., "Vuela Aviación" to refer to Vuela Aviación, S.A., "Viajes Vuela" to refer to Viajes Vuela, S.A. de C.V., "Comercializadora Frecuenta" to refer to Comercializadora V. Frecuenta, S.A. de C.V., "Vuela El Salvador" to refer to Vuela El Salvador, S.A. de C.V., and "GDS" to refer to Guatemala Dispatch Service, S.A.

Volaris Opco, Comercializadora, Servicios Corporativos, Servicios Earhart, Vuela, Vuela Aviación, Viajes Vuela, Comercializadora Frecuenta, Vuela El Salvador and GDS are wholly-owned subsidiaries of Volaris. The terms "we," "our" and "us" in this annual report refer to Volaris, together with its subsidiaries, and to properties and assets that they own or operate, unless otherwise specified. References to "Series A shares" refer to the Series A shares of common stock of Volaris.

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SUMMARY OF RISK FACTORS

An investment in our securities and American Depositary Shares (the "ADSs") is subject to a number of risks, including risks related to Mexico, risks related to the countries in which we operate, risks related to the airline industry, risks related to our business, and risks related to our securities and the ADSs. The following list summarizes some, but not all, of these risks. Please read the information in the section entitled "Risk Factors" for a more thorough description of these and other risks.

Risks related to Mexico and the other countries in which we operate

- Economic, political and social events, and changes in Mexican and neighboring countries government policy: The Mexican federal and neighboring countries government has exercised, and continues to exercise, significant influence over the Mexican economy. As a result, governmental actions and policies concerning air transportation and similar services could have a significant impact on our operations.

- Adverse economic conditions in Mexico and the other countries in which we operate: Our business may be affected by unfavorable economic conditions in Mexico

and the other countries in which we operate, including a slowdown or recession in the economy, as well as higher inflation or interest rates. There is significant uncertainty about the future political and economic relationship between the United States and Mexico, including as a result of the change in the U.S. presidential administration with respect to immigration policies, trade policies, treaties, tariffs, taxes, and other limitations on cross-border operations. Adding to these uncertainties are rapidly changing U.S. tariff policies, along with international retaliatory tariffs and global trade policies, which continue to cause overall economic uncertainty. These factors may result in decreased demand for our flights, lower fares, or a shift towards alternative ground transportation options such as long-distance buses.

- Currency fluctuations: Fluctuations in the value of the U.S. dollar in relation to the peso have historically been significant, and the potential for such fluctuations to persist in the future remains. If the peso depreciates against the U.S. dollar, it could potentially lead to reduced demand for our services and adversely affect our business operations and financial performance.

- Developments in other countries: Changes in immigration or trade policies, can adversely affect our financial condition and results of operations. Changes in government regulations related to airline safety, security and/or consumer protection could increase our costs and decrease our profitability. In addition, shifts in political leadership and economic policies could impact the demand for our flights.

- Geopolitical tensions and conflict in the Middle East: The escalation of conflict in the Middle East has heightened geopolitical tensions in the region. The uncertainty surrounding the conflict and the potential responses of involved parties have contributed to volatility in global financial markets, including significant increases in the price of crude oil and fuel costs. Sustained elevated energy prices could contribute to inflationary pressures, higher operating costs for businesses, reduced consumer spending, and slower global economic growth. These conditions, combined with increased fuel costs, could materially affect our results of operations and financial condition.

Risks related to the airline industry

- Competition: We operate in an extremely competitive industry and face significant competition with respect to routes, fares, services, and airport slots. Our competition includes not only other airlines but also bus services that cover many of our routes. Decisions by our competitors that increase industry capacity, or capacity dedicated to a particular region, market, or route, have the potential to negatively impact our business.

- Economic Conditions: The airline industry is highly sensitive to changes in economic conditions. Unfavorable economic conditions have the potential to negatively impact our ability to offset increased fuel, labor, or other costs through price increases. Such impacts, if significant, may result in a material adverse effect on our business, financial condition, and results of operations.

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- Regulations: The airline industry is highly regulated, and it is essential that we maintain the necessary concessions, permits and authorizations from U.S., Mexican, Central American, and South American governmental bodies to operate successfully. Failure to do so could have a significant negative impact on our financial condition and results of operations.

- Fixed Costs: The airline industry is characterized by low gross profit margins and high fixed costs. As a result, as an airline we face significant challenges in quickly reducing costs in response to unexpected revenue shortfalls. This could have a material adverse effect on our financial condition and results of operations.

- Fuel Costs: Fuel costs have a significant impact on the airline industry, as they represent a considerable portion of operating expenses for airlines. Our ability to pass on such fuel cost increases to our customers is limited by our ultra-low-cost business model. As a result, any significant fluctuations or disruptions in the supply of fuel could result in a material adverse effect on our business, financial condition, and results of operations.

- Public health threats: Infectious disease outbreaks and other highly contagious diseases, have led to the suspension of both domestic and international flights in the past, as well as changes in travel behavior. These threats could also have a significant negative impact on the economies of the countries in which we operate, as well as the reputation of the airline industry as a whole. As a result, an infectious disease outbreak could have a material adverse effect on our business, results of operations, and financial condition.

Risks related to our business

- Ultra-Low-Cost Structure: Our competitive advantage lies in our ultra-low-cost structure, which is subject to various factors that impact our ability to control costs, some of which are beyond our control. Our success relies on maintaining a high daily aircraft utilization rate, leaving us susceptible to flight delays, cancellations, and aircraft unavailability. Our non-passenger revenue is crucial for profitability, but it may not remain stable or increase. If our cost structure rises, and we can no longer maintain a cost advantage over competitors, it could negatively affect our business, results of operations, financial condition and prospects.

- Maintenance Costs: As of December 31, 2025, our fleet's average age was 6.6 years. Our newer aircraft, which constitutes a significant portion of the fleet, presently requires lower maintenance costs. However, as our fleet ages, we expect an increase in maintenance costs. Any significant surge in maintenance and repair expenses would have a material adverse effect on our margins, results of operations, and financial condition.

- Dependence on Certain Airports: Our business relies heavily on our routes to and from major airports in cities like Mexico City, Tijuana, Guadalajara, and Cancun, which represent a significant portion of our overall routes. In addition, the Mexico City International Airport is at full capacity and is undergoing a major structural construction, and we cannot guarantee that we will be able to maintain or obtain additional slots. Any major increase in competition, loss of any of our slots, a decrease in demand for air travel, or disruptions in airport services or fuel supply could potentially have a negative impact on our business, financial condition, and operating results.

- Limited suppliers: We rely on a limited number of suppliers for fuel, aircraft, engines, spare parts, other aircraft components, airport services, and technology.

- Information technology, cybersecurity, data and artificial intelligence: Our operations depend on complex information technology systems and third-party providers. Certain failure, disruption, cybersecurity incident or data-related issues could adversely affect our operations, financial condition, and reputation. In addition, the increasing use of artificial intelligence and automation technologies introduces operational, regulatory, and reputational risks.

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- Any real or perceived problem with our aircraft or engines: If any design defect or mechanical problem is discovered, or if the technology relating to such aircraft or engines should become obsolete, our aircraft may have to be grounded while such defect or problem is corrected, assuming it could be corrected at all. Since 2017, P&W's PW1100G-JM engines have experienced technical and production issues worldwide. As a result, several A320neo operators, including us, have reportedly caused their aircraft to be inoperative for long periods of time. This problem has also resulted in the delay of delivery of our A320neo and A321neo aircraft. We cannot assure you when such problems will be resolved by P&W.

Risks related to our securities and the ADSs

- CPO Trust: Non-Mexican investors may not hold our Series A shares directly and must have them held in a CPO trust, which releases Ordinary Participation Certificates ("*Certificados de Participación Ordinarios*" or "CPOs") underlying Series A shares, at all times. If the current trust is terminated, a new trust similar to the CPO trust may not be created.

- Voting Rights: Holders of the ADSs and CPOs are not entitled to vote the underlying Series A shares. As a result, holders of the ADSs and CPOs do not have any influence over the decisions made relating to our Company's business or operations, nor are they protected from the results of any such corporate action taken by our holders of Series A shares.

Risks related to the Proposed Transaction

- Dilution, Market Price Volatility, and Business Uncertainty**:** The issuance of our shares and ADSs to Viva shareholders in the Proposed Transaction (as defined below) will substantially reduce the percentage ownership interests of our current stockholders, causing a significant decrease in their relative interest in earnings, voting rights, liquidation value, and book and market value. The Proposed Transaction could be perceived negatively by investors or generate uncertainty as to its corporate, operational, or financial effects, causing fluctuations in the market price of our shares and ADSs, and customers, suppliers, and other business counterparties may delay decisions or seek to alter their relationships with us, regardless of whether the Proposed Transaction is completed. Additionally, we are subject to certain restrictions on the conduct of our business prior to completing the Proposed Transaction, which may adversely affect our ability to execute certain of our business strategies.

- Closing Conditions, Regulatory Approvals, and Integration Risk: The completion of the Proposed Transaction is subject to a number of closing conditions—including regulatory and antitrust approvals in Mexico, the United States, and Colombia, and certain CNBV (as defined below) approvals—that may not be satisfied within the expected timeframe, if at all. No assurance can be provided that all required consents and approvals will be obtained or that all closing conditions will be satisfied or waived, and any adverse consequence of the Proposed Transaction could be exacerbated by delays in completion or termination of the business combination agreement. Even if completed, the anticipated benefits—including cost savings, operational efficiencies, and synergies—may not be realized fully or at all, and the management of the combined company may face significant challenges in consolidating operations, integrating technologies and policies, and reconciling the different corporate cultures of the two companies, which could adversely affect the combined company's future results.

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GLOSSARY OF AIRLINES AND AIRLINE TERMS

Set forth below is a glossary of industry terms used in this annual report:

"Aeroméxico"	means Aerovías de México, S.A. de C.V.
"AFAC"	means the Mexican Federal Civil Aviation Agency (*Agencia Federal de Aviación Civil*).
"AirAsia"	means AirAsia Berhad.
"Airbus"	means Airbus S.A.S.
"Alaska"	means Alaska Air Group, Inc.
"Allegiant"	means Allegiant Travel Company.
"Aeroenlaces Nacionales"	means Aeroenlaces Nacionales, S.A. de C.V.
"Aeroméxico Connect"	means Aerolitoral, S.A. de C.V.
"American"	means American Airlines Group.
"ASA"	means Aeropuertos y Servicios Auxiliares
"Available seat miles" or "ASMs"	means the number of seats available for passengers multiplied by the number of miles flown.
"Average daily aircraft utilization"	means flight hours or block hours, as applicable, divided by number of days in the period divided by average aircraft in the period.
"Average economic fuel cost per gallon"	means total fuel expense net of hedging effect, divided by the total number of fuel gallons consumed.
"Average passenger revenue per booked passenger"	means total passenger revenue divided by booked passengers.
"Average stage length"	means the average number of miles flown per passenger flight segment.
"Avianca"	means Avianca Holdings S.A.
"Block hours"	means the number of hours during which the aircraft is in revenue service, measured from the time it leaves the gate until the time it arrives to the gate at destination.
"BMV"	means the Bolsa Mexicana de Valores, S.A.B. de C.V.
"Booked passengers"	means the total number of passengers booked on all flight segments.
"Business Combination Agreement"	means the Business Combination Agreement, dated as of December 18, 2025, between Volaris and Viva.
"CASM" or "unit costs"	means total operating expenses, net divided by ASMs.
"CASM ex fuel"	means total operating expenses, net excluding fuel expenses divided by ASMs.

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"CBP"	means U.S. Customs and Border Protection.
"Closing"	means the consummation of the Proposed Transaction under the terms of the Business Combination Agreement.
"CNBV"	means National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*)
"Copa"	means Copa Holdings, S.A.
"Delta"	means Delta Air Lines, Inc.
"DHS"	means the U.S. Department of Homeland Security.
"DOT"	means the U.S. Department of Transportation.
"EPA"	means the U.S. Environmental Protection Agency.
"ESG"	means Environmental, Social and Governance matters.
"FAA"	means the U.S. Federal Aviation Administration.
"FCC"	means the U.S. Federal Communications Commission.
"Flight hours"	means the number of hours during which the aircraft is in revenue service, measured from the time it takes off until the time it lands at the destination.
"Frontier"	means Frontier Airlines, Inc.
"Former Grupo Mexicana"	means the former Grupo Mexicana de Aviación, S.A. de C.V., which was the holding company for three airlines, Compañía Mexicana de Aviación, Mexicana Click and Mexicana Link.
"GAFSACOMM"	means Grupo Aeroportuario, Ferroviario, de Servicios Auxiliares y Conexos, Olmeca-Maya-Mexica, S.A. de C.V.
"Grupo Aeroméxico"	means Grupo Aeroméxico, S.A.B. de C.V., which includes Aeroméxico and Aeroméxico Connect.
"Grupo TACA"	means Taca International Airlines, S.A.
"IAE"	means International Aero Engines LLC
"IATA"	means the International Air Transport Association.
"IASA"	means International Aviation Safety Assessment
"ICAO"	means the International Civil Aviation Organization
"INEGI"	means the Mexican Institute of Statistics and Geography (*Instituto Nacional de Estadística y Geografía*).
"Interjet"	means ABC Aerolíneas, S.A. de C.V.
"JetBlue"	means JetBlue Airways Corporation.
"JetSMART"	means JetSMART Airlines SpA.

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"LATAM"	means LATAM Airlines Group S.A.
"Latin America"	means, collectively, Mexico, the Caribbean, Central America and South America.
"Latin American publicly traded airline carriers"	means, collectively, Aeroméxico, Copa, LATAM, and Volaris.
"Legacy carrier"	means an airline that typically offers scheduled flights to major domestic and international routes (directly or through membership in an alliance) and serves numerous smaller cities, operates mainly through a "hub-and-spoke" network route system and has higher cost structures than low-cost carriers due to higher labor costs, flight crew and aircraft scheduling inefficiencies, concentration of operations in higher cost airports and multiple classes of services.
"LMV"	means the Mexican Securities Market Law (*Ley del Mercado de Valores*).
"Load factor"	means RPMs divided by ASMs and expressed as a percentage.
"Low-cost carrier"	means an airline that typically flies direct, point-to-point flights, often serves major markets through secondary, lower cost airports in the same regions as major population centers, provides a single class of service, thereby increasing the number of seats on each flight and avoiding the significant and incremental cost of offering premium-class services, and tends to operate fleets with only one or two aircraft families, in order to maximize the utilization of flight crews across the fleet, improve aircraft scheduling efficiency and flexibility and minimize inventory and aircraft maintenance costs.
"Merger" or "Proposed Transaction"	means the merger of Viva, as the merged entity that will cease to exist as the non-surviving entity, and Volaris, as the continuing and surviving entity and universal successor of Viva, pursuant to the terms of the Business Combination Agreement and the merger agreement.
"NEO"	means new engine option.
"New Mexicana de Aviación"	means Aerolínea del Estado Mexicano, S.A. de C.V.
"NYSE"	means the New York Stock Exchange.

"On-time"	means flights arriving within 15 minutes of the scheduled arrival time.
"Other Latin American publicly traded airlines"	means, collectively, Aeroméxico, Copa, and LATAM.
"Passenger flight segments"	means the total number of passengers flown on all flight segments.
"P&W"	means Pratt & Whitney.
"RASM"	means passenger revenue divided by ASMs.
"RNV"	means the Securities National Registry (*Registro Nacional de Valores*).

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"Revenue passenger miles" or "RPMs"	means the number of seats booked by passengers multiplied by the number of miles flown.
"Ryanair"	means Ryanair Holdings plc.
"SICT"	means the Mexican Infrastructure, Communications and Transportation Ministry (*Secretaría de Infraestructura, Comunicaciones y Transportes*).
"Southwest"	means Southwest Airlines Co.
"Tiger"	means Tiger Airways Holdings Limited.
"Total operating revenue per ASM" or "TRASM"	means total revenue divided by ASMs.
"TSA"	means the U.S. Transportation Security Administration.
"ULCC"	means an airline that belongs to a subset of low-cost carriers, which distinguishes itself by using a business model with an intense focus on low-cost, efficient asset utilization, unbundled revenue sources aside from the base fares with multiple products and services offered for additional fees. In the United States, Frontier, and Spirit Airlines, Inc. define themselves as ULCCs and Volaris and Aeroenlaces Nacionales follow the ULCC model in Mexico.
"United"	means United Airlines Holdings, Inc.
"U.S.-based publicly traded target market competitors"	means Alaska, Allegiant, American, Delta, Frontier, JetBlue, Southwest and United.
"VFR"	means passengers who are visiting friends and relatives.
"Viva"	means Grupo Viva Aerobus, S.A. de C.V.
"Wizz"	means Wizz Air Holdings Plc.

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PRESENTATION OF FINANCIAL INFORMATION AND OTHER INFORMATION

This annual report includes our audited consolidated financial statements as of December 31, 2024 and 2025, and for each of the years ended December 31, 2023, 2024, and 2025, which have been prepared in accordance with IFRS Accounting Standards (International Financial Reporting Standards, "IFRS"), as issued by the International Accounting Standards Board ("IASB"). These audited consolidated financial statements are included elsewhere in this annual report.

Unless otherwise specified, all references to "U.S. dollars," "dollars," "U.S. $" or "$" are to United States dollars, the legal currency of the United States, and references to "Mexican pesos," "pesos" or "Ps." are to Mexican Pesos, the legal currency of Mexico. The amounts presented in this annual report may not add up due to rounding.

Industry and Market Data

The industry and market data presented in this annual report were obtained from various sources, including research, surveys and studies conducted by third parties on our behalf. Additionally, we relied on information sourced from third-party publications, such as the INEGI, U.S. Census Bureau, reports from the AFAC, reports from the Mexican Central Bank, and other publicly available sources. Third-party publications generally state that they have obtained information from sources believed to be reliable, but do not guarantee the accuracy and completeness of such information. Although we believe that this data and information is reliable, we have not independently verified it. Additionally, certain market share data is based on published information available for the Mexican states. There is no comparable data available relating to the particular cities we serve. In presenting market share estimates for these cities, we have estimated the size of the market on the basis of the published information for the state in which the particular city is located. We believe this method is reasonable, but the results have not been verified by any independent source.

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PART I.

ITEM 1 IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not Applicable.

ITEM 2 OFFER STATISTICS AND EXPECTED TIMETABLE

Not Applicable.

ITEM 3 KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not Applicable.

C. Reasons for the Offer and Use of Proceeds

Not Applicable.

D. Risk Factors

You should carefully consider all of the information set forth in this annual report and the risks described below before making an investment decision. Our business, results of operations and financial condition could be materially and adversely affected by any of these risks. The trading price of the ADSs could decline due to any of these risks or other factors, and you may lose all or part of your investment.

The risks described below are those that we currently believe may adversely affect us or the ADSs. In general, investing in the securities of issuers in emerging market countries, such as Mexico, and the other countries in which we operate involves risks that are different from the risks associated with investing in the securities of U.S. companies and companies located in other countries with developed capital markets. Any of these risks could materially and adversely affect our business and results of operations.

To the extent that information relates to, or is obtained from sources related to, the Mexican government or Mexican macroeconomic data, such information has been extracted from official publications of the Mexican government and has not been independently verified by us.

Risks related to Mexico and the other countries in which we operate

Economic, political, and social developments in Mexico and neighboring countries as well as changes in Mexican or neighboring countries' federal governmental policies may have an adverse effect on our business, results of operations, financial condition and prospects.

Our business, results of operations and financial condition are affected by economic, political or social developments in Mexico, including, among others, any political or social instability in Mexico, changes in the rate of economic growth or contraction, changes in the exchange rate between the peso, the U.S. dollar and other currencies, an increase in inflation or interest rates, changes in Mexican taxation and any amendments to existing Mexican laws, federal governmental policies and regulations.

Our business, results of operations and financial condition are also affected by economic, political or social developments in our neighboring countries, including the U.S. The U.S. issued a brief temporary flight restriction around El Paso, Texas, and a flight prohibition for a longer period around Fort Hancock, Texas, in both cases for special security reasons. In addition, the U.S. recently prohibited U.S. air carriers and commercial operators from operating in certain areas of Venezuelan airspace due to military activity there. Closures or restrictions of airspace can affect Volaris's operations.

Adverse social or political developments in or affecting Mexico or our neighboring countries could negatively affect us and Mexican financial markets generally, thereby affecting our ability to obtain financing. Presidential and federal congressional elections in Mexico were held on June 2, 2024. Claudia Sheinbaum Pardo was elected as President. The President's party and its allies currently hold the qualified majority (i.e., two-thirds) of the Chamber of Deputies and the Senate. We cannot provide any assurance that the current political situation or any future developments in Mexico will not have a material adverse effect on our business, results of operations, financial condition, or prospects.

In addition, the Mexican federal government has exercised, and continues to exercise, significant influence over the Mexican economy. In particular, Mexican governmental actions and policies concerning air transportation and similar services could have a significant impact on us.

The New Mexicana de Aviación was created on June 15, 2023, as a state-owned company and started operations on December 26, 2023, further increasing our competition. On February 2, 2023, the Mexican federal government published a decree which was amended on July 7, 2023, ordering the termination of domestic and international air cargo transport operations, both regularly scheduled and unscheduled flights, at the Mexico City International Airport.

Furthermore, in September 2022, the AFAC issued a resolution that reduced operations at the Mexico City International Airport from 61 to 52 flights per hour. Subsequently, on August 31, 2023, AFAC issued a resolution that further reduced the number of flights in the Mexico City International Airport to a maximum of 43 flights per hour. In response to this reduction, which took effect on January 8, 2024, we reduced capacity at the Mexico City International Airport, initially redeploying four aircraft lines to other domestic airports, with a total of six aircraft redeployed by the end of 2024. In May 2025, the AFAC authorized a limited increase in the maximum number of operations at the Mexico City International Airport from 43 to 44 flights per hour.

On September 15, 2024, the decree amending, adding and eliminating several articles of the Political Constitution of the United Mexican States regarding the Federal Judicial Branch was published. The reforms to the Federal Judicial Branch include, among others:(i) eliminating the Federal Judiciary Council ("CJF") and transferring its administrative functions to a judicial administration body (appointed by the Powers of the Union), while its disciplinary functions will be transferred to a Judicial Discipline Tribunal (elected by popular vote), (ii) the reduction from 11 to nine Justices of the Supreme Court of Justice of the Nation ("SCJN"), including a reduction in the term of office of the Justices from 15 to 12 years and the elimination of the SCJN chambers, (iii) the election by popular vote, following a call and nomination by the three powers of the union of Justices of the SCJN, electoral magistrates, circuit magistrates, discipline tribunal magistrates, and district judges, (iv) changes to remunerations of judicial civil servants so that no judicial official earns more than the President, (v) allowing the Electoral Tribunal of the Judicial Power of the Federation to resolve challenges in key judicial elections, (vi) extending the scope of impeachment and establishing procedures for criminally prosecuting judicial officials, and (vii) strengthening the independence of local judicial powers. In June 2025, the first election process took place to determine by popular vote 881 federal charges, including Justices of the SCJN, electoral magistrates, circuit magistrates, discipline tribunal magistrates, and district judges. A further election will occur in 2027.

We cannot assure you that changes in Mexican or our neighboring countries' laws, regulations and policies, and any changes that may be adopted in the future, will not adversely affect our business, results of operations, financial condition and prospects or the price of the ADSs.

Adverse economic conditions in Mexico and the other countries in which we operate may adversely affect our business, results of operations and financial condition.

We are a Mexican corporation and most of our operations are conducted in Mexico. For the year ended December 31, 2025, 59% of our total revenues were attributable to our Mexican domestic operations. As a result, our business performance is closely linked to the performance of the Mexican economy. In 2023, 2024, and 2025, the Mexican economy grew 3.2%, 1.2% and 0.8%, respectively, in terms of gross domestic product ("GDP"), according to the INEGI. Moreover, in the past, Mexico has experienced prolonged periods of economic crises, caused by internal and external factors, over which we have no control. Those periods have been characterized by exchange rate volatility, high inflation, high domestic interest rates, economic contraction, a reduction of international capital inflows, a reduction of liquidity in the banking sector, and high unemployment rates.

We conduct an important part of our operations in the United States and Central and South America. For the year ended December 31, 2025, 41% of our total revenues were attributable to our operations within these regions. Therefore, our results are influenced not only by our domestic operations but also by those conducted in the United States and Central and South America.

As of the date of this annual report, we believe that the main risk factors for the countries where we operate include, but are not limited to, the following: (i) continuation of persistent supply-demand mismatches, increasing inflation and a faster-than-anticipated monetary policy normalization cycle, and its impact on the global economy, emerging markets, risk aversion, foreign exchange markets, debt, and financial market volatility; (ii) escalation of social unrest; (iii) more adverse climate shocks; (iv) an escalation of trade and technology tensions, could weigh on investment and productivity growth, raising additional roadblocks in the recovery path; (v) rapid growth of cryptocurrencies without clear regulation that could lead to financial instability with negative effects for the global economy; (vi) an increase in the spread and destructiveness of cyberattacks involving critical infrastructure could act as further drags on the recovery, particularly as telework and automation increase; (vii) changes in United States immigration, trade, and other policies; and (viii) other geopolitical risks.

Unfavorable economic conditions in Mexico and the other countries in which we operate, including a slowdown or recession in their economies, as well as higher inflation rates, may result in decreased demand for our flights, lower fares or a shift towards alternative ground transportation options, such as long-distance buses. We cannot assure you that economic conditions in Mexico and the other countries in which we operate will not worsen, or that those conditions will not have an adverse effect on our business, results of operations and financial condition.

Economic, political, or social developments in the United States and the Central and South American countries in which we operate may have an adverse effect on our business, results of operations, financial condition and prospects.

Our business, results of operations and financial condition are affected by economic, political or social developments in the United States and the Central and South American countries in which we operate. Like other companies with international operations, political, economic, geopolitical or social developments in the countries in which we operate, such as elections, new governments, changes in public policy, economic circumstances, laws and/or regulations, trade policies, political agreements or disagreements, civil disturbances and a rise in violence or the perception of violence, could have a material adverse effect in the countries in which we operate or on the global financial markets, and in turn on our business, results of operations, financial condition and prospects.

For instance, the presidential administration in the United States issued a series of executive orders that signal a shift in the United States energy, climate change, and international policy. Among others, these include directing federal agencies to identify and exercise authorities to facilitate conventional energy production, reviewing existing regulations that may burden U.S. energy development or otherwise may not align with the current administration's policies, and revoking close to 80 executive orders by the previous administration regarding various matters. Additionally, on January 7, 2026, the U.S. presidential administration issued a memorandum directing the withdrawal of the United States from a variety of international organizations and agreements. We do not yet know the full impact of such changes on our business, including the effects of such changes relative to our competitors. Additionally, there continues to be significant uncertainty about the future political and economic relationship between the United States and various other countries, such as Mexico, including as a result of the change in the U.S. presidential administration with respect to trade policies, treaties, tariffs, taxes, and other limitations on cross-border operations. Changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements could have an adverse effect on our business.

If inflation rates increase in Mexico and the other countries in which we operate, demand for our services may decrease and our costs may increase.

Mexico has historically experienced levels of inflation that are higher than the annual inflation rates of its main trading partners. The annual rate of inflation, as measured by changes in the Mexican National Consumer Price Index, calculated and published by the Mexican Central Bank and INEGI, was 4.66% for 2023, 4.21% in 2024, and 3.69% in 2025. In addition, since the beginning of 2021, inflation, as measured by the Consumer Price Index, increased across both advanced and emerging market economies, reaching record high levels, driven mainly by supply chain issues (including input shortages, labor constraints, and rising commodity prices), excess demand for goods and services, and significant increases in energy prices. Although inflation decreased in 2023 and continued to decline through 2024 and 2025 in most countries, it remained above the Central Bank´s targets in several jurisdictions for part of this period. Central banks, including the Mexican Central Bank, maintained restrictive monetary policies through 2022, 2023, and much of 2024, with elevated reference interest rates, before initiating rate cuts in late 2024 as inflationary pressures eased. During 2025, inflation continued to decline and moved closer to target levels in certain economies, and central banks continued the gradual normalization of monetary policy. The global macroeconomic environment remains complex, with ongoing risks related to geopolitical tensions, commodities price volatility and financial market conditions. High inflation rates could adversely affect our business and results of operations by reducing consumer purchasing power, thereby adversely affecting consumer demand for our services, increasing our costs beyond levels that we could pass on to our customers and by reducing the benefit of our revenues when inflation outpaces our ability to raise prices.

Currency fluctuations or the devaluation and depreciation of the U.S. dollar could adversely affect our business, results of operations, financial condition and prospects.

Foreign exchange gains or losses included in our total cost of comprehensive financing resulted primarily from the impact of changes in the US dollar-peso exchange rate on our Mexican peso-denominated monetary liabilities (such as Mexican peso-denominated debt, Mexican pesos financial debt, suppliers and other accounts payable) and assets (such as Mexican peso-denominated cash, cash equivalents, accounts receivable, guarantee deposits and derivative financial instruments denominated in Mexican pesos). As of December 31, 2023, 2024, and 2025, our net monetary Mexican peso and other currencies liability position denominated in U.S. dollars was U.S. $0.2 billion, U.S. $0.4 billion, and U.S. $0.3 billion, respectively. In 2023, 2024, and 2025, as a consequence of either the appreciation or depreciation of the U.S. dollar against the peso, and our net monetary liability position in Mexican peso and other currencies, we recorded foreign exchange (losses) gains of U.S. $(34.1) million, U.S. $13.7 million, and U.S. $13.1 million, respectively.

The value of the U.S. dollar has been subject to significant fluctuations with respect to the peso in the past and may be subject to significant fluctuations in the future. As of December 31, 2023, 2024, and 2025, the U.S. dollar depreciated 12.7%, appreciated 20.0%, and depreciated 11.4%, respectively, against the peso in nominal terms.

Devaluation or depreciation of the U.S. dollar against the peso may adversely affect the U.S. dollar value of an investment in the CPOs, as well as the U.S. dollar value of any dividend or other distributions that we may make.

Exchange rate fluctuations would also affect the equivalent value of any dividends and other distributions we may elect to make in the future and may affect the timely payment of any cash dividends and other distributions to holders of CPOs that we may elect to pay in the future. Developments in other countries could adversely affect the Mexican economy, the market value of our securities, our financial condition and results of operations.

The market value of securities of Mexican companies is affected by economic and market conditions in developed and other emerging market countries. Although economic conditions in those countries may differ significantly from economic conditions in Mexico, investors' reactions to developments in any of these other countries, may have an adverse effect on the market value of securities of Mexican issuers. For example, prices of both Mexican debt and equity securities have sometimes suffered substantial drops as a result of developments in other countries.

In addition, the direct correlation between economic conditions in Mexico and the United States has strengthened because of the North American Free Trade Agreement

("NAFTA") and increased economic activity between the two countries (including increased remittances of U.S. dollars from Mexican workers in the United States to their families in Mexico). On November 30, 2018, Mexico, the United States and Canada signed the USMCA (United States-Mexico-Canada Agreement), which entered into force on July 1, 2020, as a replacement for NAFTA. Implementation of immigration and trade policies can adversely affect United States—Mexico travel behavior, especially in the VFR and leisure markets and could have a negative impact on our results of operations.

There continues to be significant uncertainty about the future political and economic relationship between the United States and Mexico and its impact on the overall state of the economy. This uncertainty is driven by changes in the U.S. presidential administration with respect to immigration policies, trade policies, treaties, tariffs, taxes, and other limitations on cross-border operations, which has impacted the demand for U.S.—Mexican transborder travel. Adding to these uncertainties were rapidly changing U.S. tariff policies, along with international retaliatory tariffs and global trade policies, which have contributed to periods of increased volatility and uncertainty in financial markets and have affected, and may continue to affect, demand for U.S.–Mexico transborder travel. On February 20, 2026, the U.S. Supreme Court ruled that President Trump exceeded his authority when imposing tariffs under the International Emergency Economic Powers Act (IEEPA) on imports from numerous countries. The decision invalidated the 10 percent tariff applied to imports from nearly all nations, as well as higher rates that targeted specific countries such as Mexico, Canada and China. In response to the decision, President Trump has announced plans to impose tariffs under alternative statutory authority, and the status of any such tariffs remains uncertain. Changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements have had and could continue to have an adverse effect on our business, prospects, financial condition and operating results, the extent of which cannot be predicted with certainty at this time. Additionally, other potential challenging macroeconomic conditions, and the resulting impact on the economy and consumer spending, could negatively impact our business and operations. See "Economic, political, or social developments in the United States and the Central and South American countries in which we operate may have an adverse effect on our business, results of operations, financial condition and prospects."

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Mexican antitrust provisions may affect the fares we are permitted to charge to customers.

The Mexican Aviation Law (*Ley de Aviación Civil*) provides that in the event that the SICT determines that there is no effective competition among permit and concession holders (required to operate airlines in Mexico), the SICT may request the opinion of the Mexican Antitrust Commission (*Comisión Nacional Antimonopolio*) and then issue regulations governing the fares that may be charged for air transportation services by airlines operating in Mexico. Such regulations would be in effect only while the conditions that resulted in their establishment remain. The imposition of fare regulations by the SICT could materially affect our business, results of operations and financial condition.

Violent crime in Mexico has adversely impacted, and may continue to adversely impact, the Mexican economy and may have a negative effect on our business, results of operations or financial condition.

Mexico has experienced high levels of violent crime over the past years relating to illegal drug trafficking, particularly in Mexico's northern states near the U.S. border, and several other states. This violence has had an adverse impact on the economic activity in Mexico. In addition, violent crime may further affect travel within Mexico and between Mexico and other countries, including the United States, affect the airports or cities in which we operate, including airports or cities in the north of Mexico in which we have significant operations, and increase our insurance and security costs. We cannot assure you that the levels of violent crime in Mexico, the United States and other countries in which we operate will not increase or decrease and will have no further adverse effects on the country's economy and on our business, results of operations or financial condition.

Risks related to the airline industry

We operate in an extremely competitive industry.

We face significant competition with respect to routes, fares, services and slots in airports. Within the airline industry, we compete with legacy carriers, regional airlines and low-cost airlines on many of our routes. The intensity of the competition we face varies from route to route and depends on a number of factors, including the strength of competing airlines. Our competitors may have better brand recognition and greater financial and other resources than we do. In the event our competitors reduce their fares to levels which we are unable to match while sustaining profitable operations or are more successful in the operation of certain routes (as a result of service or otherwise), we may be required to reduce or withdraw services on the relevant routes, which may cause us to incur losses or may impact our growth, financial condition or results of operations. See Item 4: "Information on the Company—Business Overview—Competition."

The airline industry is particularly susceptible to price discounting, because once a flight is scheduled, airlines incur only nominal additional costs to provide service to passengers occupying otherwise unsold seats. Increased fare or other price competition could adversely affect our results of operations and financial condition. Moreover, other airlines have begun to unbundle services by charging separate fees for services such as baggage transported, food and beverages consumed onboard and advance seat selection. This unbundling and potential reduction of costs could enable competitor airlines to reduce fares on routes that we serve, which may result in an improvement in their ability to attract customers and may affect our results of operations and financial condition.

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In addition, airlines increase or decrease capacity in markets based on perceived profitability. Decisions by our competitors that increase overall industry capacity, or capacity dedicated to a particular region, market or route, could have a material adverse impact on our business. Our growth and the success of our ULCC business model could stimulate competition in our markets through our competitors' development of their own ULCC strategies or new market entrants. Any such competitor may have greater financial resources and access to cheaper sources of capital than we do, which could enable them to operate their business with a lower cost structure than we can. If these competitors adopt and successfully execute a ULCC business model, we could be materially adversely affected, including our business, results of operations and financial condition.

We also face competition from air travel substitutes. On our domestic routes, we face competition from other transportation alternatives, such as bus or automobile. In addition, technology advancements may limit the desire for air travel. For example, video teleconferencing and other methods of electronic communication may reduce the need for in-person communication and add a new dimension of competition to the industry as travelers seek lower cost substitutes for air travel.

The New Mexicana de Aviación was created on June 15, 2023, as a state-owned company and started operations on December 26, 2023, further increasing our competition. If we are unable to adjust rapidly in the event the basis of competition in our markets changes, it could have a material adverse effect on our business, results of operations and financial condition.

The airline industry is heavily impacted by the price and availability of fuel. Continued volatility in fuel costs or significant disruptions in the supply of fuel could have a material adverse effect on our business, results of operations and financial condition.

Fuel is a major cost component for airlines and is our largest operating expense. The cost of fuel accounted for 38%, 33%, and 31%, of our total operating costs in 2023, 2024, and 2025, respectively. As such, our operating results are significantly affected by changes in the cost and availability of fuel. Both the cost and the availability of fuel are subject to economic, social and political factors and other events occurring throughout the world, which we can neither control nor accurately predict. Fuel prices have been subject to high volatility, fluctuating substantially over the past several years.

Global fuel supply and pricing may also be affected by broader geopolitical developments including ongoing conflicts in Ukraine and the Middle East and related market

dynamics. Moreover, the escalation of conflict in the Middle East, triggered by attacks between Israel and Iran in April 2024, heightened geopolitical tensions in the region. This direct confrontation between Iran and Israel marks a significant escalation in their long-standing political and religious tensions. The uncertainty surrounding the conflict and the potential responses of each country has reverberated throughout the financial markets. Notably, the price of Brent crude oil surged to over U.S. $90 per barrel, reaching its highest level since the Gaza Strip conflict in October 2023. This uptick in oil prices poses a significant risk to the aviation industry.

The U.S.-Iran-Israel conflict has broader implications beyond the immediate region, and the tensions among these nations have the potential to impact other countries in the Middle East and beyond, with the possibility of the conflict further exacerbating geopolitical instability and economic uncertainty globally.

The armed conflict in the Middle East, which escalated in February 2026, poses an immediate threat to global geopolitical and economic stability. This escalation has included the involvement of the United States alongside Israel, and subsequent retaliatory responses, contributing to heighten geopolitical tensions. The targeting of Iranian leadership and subsequent retaliatory strikes have disrupted energy transit through the Strait of Hormuz and caused widespread regional airspace closures. These developments have triggered significant volatility in global energy and financial markets, with a prolonged confrontation risking global recession and heightened inflation.

A prolonged or escalating conflict in Iran and the Middle East could further disrupt global energy markets and cause aircraft fuel prices to remain elevated or raise prices even higher. We cannot predict the future availability, price volatility or cost of aircraft fuel, or how long current or future conflicts will last or their ultimate impact on global energy markets. Moreover, even if the conflict in Iran and the Middle East subsides or ends, there may be lasting disruptions to fuel production, including related infrastructure and transportation. Due to the large proportion of aircraft fuel costs in our total operating cost base, even a relatively small increase or decrease in the price of aircraft fuel can have a significant negative impact on our operating costs or revenues and on our business, results of operations and financial condition. The recent spike in the price of aircraft fuel resulting from the conflicts in Iran and the Middle East is expected to have an immediate and substantial negative impact on our results of operations. For more information on our cost of fuel, see Item 4: "Information on the Company—Business Overview—Fuel." In some instances, these costs or volatility may be higher due to factors associated with other initiatives, including, for example, the availability and price of "sustainable aviation fuel" (SAF) to help reduce our GHG emissions.

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Our inability to renew our concession or the revocation by the Mexican government of our concession would materially adversely affect us.

We hold a concession from the Mexican federal government that authorizes us to provide domestic air transportation services of passengers, cargo and mail within Mexico (the "Concession"). Our Concession was granted by the Mexican government through the SICT on May 9, 2005 for an initial term of five years and was extended by the SICT on February 17, 2010 for an additional term of ten years. On February 21, 2020, our Concession was extended for an additional 20-year term starting on May 9, 2020.

Mexican law provides that concessions may be renewed several times. However, each renewal may not exceed 30 years, and the law requires the concessionaire to:

have complied with the obligations set forth in the concession to be renewed;

- have requested the renewal one year before the expiration of the concession term;
- have made an improvement in the quality of the services during the term of the concession; and
- have accepted the new conditions established by the SICT according to the Mexican Aviation Law (*Ley de Aviación Civil*).

Failure to renew our Concession would have a material adverse effect on our business, results of operations, financial condition and prospects and would prevent us from continuing to conduct our business.

In addition, we are required under the terms of our Concession to comply with certain ongoing obligations. Failure to comply with these obligations could result in penalties against us. The Mexican government has the right to revoke our Concession and the permits we currently hold for various reasons, including:

- service interruptions;
- failure to comply with the terms of our Concession;
- if we assign or transfer rights under our Concession or permits;
- if we fail to maintain insurance required under applicable law;
- if we charge fares different from those registered with the SICT;
- if we violate statutory safety conditions;
- if we fail to pay statutory indemnification; or
- if we fail to pay to the Mexican government the required compensation.

If our Concession or permits are revoked, we will be unable to operate our business as it is currently operated and be precluded from obtaining a new concession or permit for five years from the date of revocation. For more information on the potential causes for revocation of our Concession and permits, see Item 4: "Information on the Company—Regulation."

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Under Mexican law, our assets could be taken or seized by the Mexican government under certain circumstances.

Pursuant to Mexican law and our Concession, the Mexican federal government may take or seize our assets, temporarily or permanently, including our aircraft, in the event of a natural disaster, war, serious changes to public order or in the event of imminent danger to national security, internal peace or the national economy. The Mexican federal government, in all cases, except in the event of international war, must indemnify us by paying the respective losses and damages at market value. In these circumstances, we would not be able to continue with our normal operations. Applicable law is unclear as to how indemnification is determined and the timing of payment thereof. Any seizure of our assets is likely to have a material adverse effect on our business, results of operations and financial condition.

The airline industry is particularly sensitive to changes in economic conditions. A global economic downturn could negatively impact our business, results of operations and financial condition.

Our business and the airline industry in general are affected by changing economic conditions beyond our control, including, but not limited to:

- changes and volatility in general economic conditions, including the severity and duration of any downturn in Mexico, the United States or the global economy and financial markets;
- changes in consumer preferences, perceptions, spending patterns or demographic trends, including any increased preference for higher-fare carriers offering higher amenity levels, and reduced preferences for low-fare carriers offering more basic transportation, during better economic times or for other reasons;
- higher levels of unemployment and varying levels of disposable or discretionary income;
- health outbreaks, pandemics and other safety concerns;
- decreases in housing and stock market prices;
- lower levels of actual or perceived consumer confidence;
- high inflation and interest rates;
- tariffs and global trade policies; and
- increases in exchange rate volatility and fuel prices.

These factors can adversely affect our results of operations and financial condition, our ability to obtain financing on acceptable terms and our liquidity generally. Unfavorable general economic conditions, such as higher unemployment rates, a constrained credit market, housing-related pressures and increased focus on reducing business operating costs can reduce spending for leisure, VFR and business travel. For many travelers, in particular the leisure and VFR travelers we serve, air transportation is a discretionary purchase that they can eliminate from their spending in difficult economic times.

In addition, adverse economic conditions could affect our ability to implement price adjustments, to counteract increased fuel, labor or other costs, which could result in a material adverse effect on our business, results of operations and financial condition. We strive to increase demand for our flights among the portion of the population in Mexico that has traditionally used ground transportation for travel due to price constraints, by offering lower fares that compete with bus fares on similar routes. Unfavorable economic conditions could affect our ability to offer these lower fares and could affect this population segment's discretionary spending in a more adverse manner than other travelers.

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Further, in an inflationary environment, we may be unable to manage through the resulting increases in our operating costs depending on its effects on the airline industry and other economic conditions. We cannot predict how long an inflationary period will last or if it will re-occur in the future. As such, we cannot guarantee that we will be able to maintain our costs at their current level. If our costs increase and we are no longer able to maintain a competitive cost structure, it could have a material adverse effect on our business, results of operations and financial condition.

The airline industry is heavily regulated and our financial condition and results of operations could be materially adversely affected if we fail to maintain the required U.S., Mexican, Central American and South American governmental concessions or authorizations necessary for our operations.

The airline industry is heavily regulated and we are subject to regulation in Mexico, the United States, Central America and South America for the routes we operate. In order to maintain the necessary concessions, permits and authorizations issued by the SICT, acting through the AFAC, the DOT, the FAA and several of the aviation authorities in the Central and South American countries in which we operate, including authorizations to operate our routes, we must continue to comply with applicable statutes, rules and regulations pertaining to the airline industry, including any statutes, rules and regulations that may be adopted in the future.

We cannot predict which criteria the SICT will apply for awarding rights to landing slots, bi-lateral agreements, and international routes, which may prevent us from obtaining routes that may become available. In addition, international routes are limited by bi-lateral agreements and our expansion plans in the international market will be limited if we are unable to obtain new international routes. Furthermore, we cannot predict or control any actions that the DOT, the AFAC, FAA or the aviation authorities in the Central and South American countries in which we operate may take in the future, which could include restricting our operations or imposing new and costly regulations.

Furthermore, our fares are subject to review by the AFAC and some of the aviation authorities in the Central and South American countries in which we operate, any of which may in the future impose restrictions on our fares. Our business, results of operations and financial condition could be materially adversely affected if we fail to maintain the required U.S., Mexican, Central American and South American governmental concessions, permits or authorizations or slots necessary for our operations.

The airline industry is subject to increasingly stringent environmental regulations and non-compliance therewith may adversely affect our financial condition and results of operations.

The airline industry is subject to increasingly stringent international and foreign laws and federal, state and local, regulations and ordinances relating to the protection of the environment, including those relating to emissions to the air, levels of noise, discharges to surface and subsurface waters, safe drinking water, and the management of hazardous substances and waste materials. Compliance with all environmental laws and regulations can require significant expenditures and any future regulatory developments in Mexico, the United States and other countries in which we operate could adversely affect operations and increase operating costs in the airline industry. Any failure to comply, could result in substantial fines, penalties, operational restrictions, reputational harm, or other sanctions. In addition, future regulatory developments in Mexico, the United States and other jurisdictions in which we operate may impose more stringent requirements, which could materially increase our costs and constrain our operations. Climate change-related risks are rapidly evolving and may result in increased regulation, taxation, and/or market-based mechanisms, including carbon pricing schemes and emissions reduction mandates. These measures may materially increase our fuel, compliance, and capital costs, limit our operational flexibility, and adversely affect demand for air travel. In addition, we are increasingly subject to mandatory disclosure regimes requiring the identification, assessment, measurement, management and disclosure of material sustainability- and climate-related risks and opportunities, including their related financial impacts. These disclosure frameworks, including those aligned with IFRS Sustainability Disclosure Standard, require entities to provide decision-useful information regarding sustainability-related governance, strategy, risk management processes, metrics and targets, and the effects of such risks and opportunities on the entity's financial position, financial performance, and cash flows. For example, on January 28, 2025, the CNBV published in the Official Gazette of the Federation regulations requiring mandatory disclosures of environmental, social and governance (ESG) and climate matters.

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These regulations are mandatory for all publicly listed companies on the Mexican Stock Exchange. These companies are required to disclose 2025 sustainability information in a separate report during 2026 and may include assurance from an external auditor. However, disclosure of information for the year 2026 must be assured at least on a limited basis and disclosure of information for the year 2027 must have reasonable assurance from an external auditor. Future operations and financial results may vary as a result of the aforementioned regulation in Mexico, and/or the possible adoption of equivalent ESG regulations in the United States, Central and South America or other countries. Additionally, evolving international standards, including those addressing sustainability- and climate-related financial disclosures, may require us to implement new systems, controls, and governance structures, and to make significant assumptions, estimates and judgments in quantifying financial impacts. These processes are inherently complex and subject to uncertainty. The requirement to disclose sustainability-related information is expected to increase the complexity, cost and scrutiny of our reporting processes.

Compliance with these regulations and new or existing regulations that may be applicable to us in the future could increase our cost base and could have a material adverse effect on our business, results of operations and financial condition.

Furthermore, in 2016, the ICAO, adopted a resolution creating the Carbon Offsetting and Reduction Scheme for International Aviation ("CORSIA"), providing a framework for a global market-based measure to stabilize CO_2 emissions in international civil aviation (*i.e.*, civil aviation flights that depart in one country and arrive in a different country). The United States, Mexico, Costa Rica, El Salvador, Guatemala, and Honduras are voluntary early adopters of CORSIA. However, Colombia and Peru are exceptions and routes to these two countries are not counted for offsetting purposes during the voluntary phase (Pilot and Phase 1). Annual international emissions reporting is required via CORSIA as of the 2019 reporting year, and offsetting compliance relative to a predetermined baseline is scheduled to be implemented through three phases that began in 2021, with the final of these phases starting in 2027. Even though Mexico was a voluntary early adopter of CORSIA, at this time, the costs of complying with our future obligations under CORSIA are uncertain, primarily due to factors such as volatility in the demand for international air travel, regulatory uncertainty, the availability, supply and prices of CORSIA eligible emissions units (EEUs) and the future development of the market for eligible sustainable aviation fuels (SAF). Due to the competitive nature of the airline industry and unpredictability of the market for air travel, we cannot assure that we may be able to increase our fares, impose surcharges or otherwise increase revenues or decrease other operating costs sufficiently to offset the costs of meeting our obligations under CORSIA.

Additionally, governmental authorities in the United States and other countries are increasingly focused on potential contamination resulting from the use of certain chemicals, most notably per- and polyfluoroalkyl substances ("PFAS"). For example, the USEPA has designated certain PFAS substances (perfluorooctanoic acid and perfluorooctanesulfonic acid) as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act, which imposes strict liability on various "potentially responsible parties" for historic contamination on a joint and several basis. With this final rule and the introduction of any additional regulations or enforcement policies, whether by federal policymakers or otherwise, we may incur costs in connection with reporting obligations and costs related to historic usage of PFAS-containing materials, transitioning away from the usage of PFAS-containing products and firefighting systems, disposing of PFAS-containing waste or remediating any residual environmental impacts.

We may also be subject to other environmental or climate-related regulations, including relating to disclosures. For more information, see our risk factor titled "Increasing attention to, and scrutiny of, ESG matters could increase our costs, harm our reputation, or otherwise adversely impact our business."

Regulatory developments in the United States relating to environmental and sustainability matters, including climate-related disclosures, remain uncertain and subject to change. This uncertainty may result in a fragmented or evolving regulatory landscape, requiring us to comply with multiple or potentially inconsistent disclosures, which could increase compliance costs, add operational complexity, and expose us to additional legal and reputational risks.

We are subject to a series of risks related to climate change.

Growing recognition among stakeholders of the impacts of climate change and related risks may translate, among others, into financial and reputational risks. For example, changes in the availability or cost of aircraft and components, as well as fuel due to climate conditions, may adversely impact our operations. Additionally, customers may choose to fly less frequently or fly on an airline they perceive as operating in a manner that is more environmentally sustainable. Customers may choose to use alternatives to travel, such as virtual meetings and workspaces. As part of our climate strategy, we offer an option for travelers to voluntarily purchase carbon offsets to partially offset their flight emissions; however, in recent years, there has been increased scrutiny on the use of carbon offsets, and we may not be able to realize the anticipated benefits of their purchase as a result. Policymakers have also adopted, or considered adopting, various regulations on climate-related disclosures and other matters. For more information, see our risk factor titled "Increasing attention to, and scrutiny of, ESG matters could increase our costs, harm our reputation, or otherwise adversely impact our business."

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Finally, the potential acute and chronic physical effects of climate change, such as increased frequency and severity of storms, floods, fires, sea-level rise, excessive heat, longer-term changes in weather patterns and other climate-related events, could affect our operations, infrastructure, and financial results. Operational impacts, such as the cancellation of flights, could result in a loss of revenue. We could also incur significant costs to improve the climate resiliency of our infrastructure and otherwise prepare for, respond to, and mitigate such physical effects of climate change. However, we cannot predict the ultimate cost, or success, of such efforts due to, among other things, the uncertainty associated with projections associated with managing climate risk.

Increasing attention to, and scrutiny of, ESG matters could increase our costs, harm our reputation, or otherwise adversely impact our business.

Companies across industries are facing increasing scrutiny from a variety of stakeholders related to their management of climate change, human capital, and other ESG and sustainability matters. Expectations regarding voluntary/mandatory ESG initiatives and disclosures and consumer demand for alternative forms of energy may result in increased costs (including but not limited to increased costs related to compliance, stakeholder engagement, suppliers' contracts and insurance), changes in demand for certain products, enhanced compliance or disclosure obligations, or other adverse impacts to our business, financial condition, or results of operations.

While we at times engage in voluntary initiatives (such as voluntary disclosures, certifications, or goals, among others) to advance our Corporate Sustainability Strategy or to respond to stakeholder expectations, such initiatives may be costly and may not have the desired effect. Expectations around our management of ESG matters continue to evolve rapidly, in many instances due to factors that are out of our control. For example, we may ultimately be unable to complete certain initiatives or targets, either on the timelines initially announced or at all, due to technological, cost, or other constraints, which may be within or outside of our control. Moreover, many ESG initiatives leverage methodologies and data that continue to evolve. As with other companies, our approach to such matters also evolves, and we cannot guarantee that our approach will align with any stakeholder's expectations or preferences. Various stakeholders have different and at times conflicting expectations, and both proponents and opponents of various ESG matters are increasingly resorting to activism, including litigation, to advance their perspectives. Various capital providers and customers also incorporate ESG matters into their investment and procurement considerations. Addressing stakeholder expectations entails costs and failure to successfully navigate such expectations, as well as evolving interpretations of any existing governmental laws or requirements, may result in reputational harm, loss of customers or contracts, impact on regulatory or investor engagement, or other adverse impacts to our business. Such risks may also be augmented based on relative performance, both against any initiatives or goals we communicate as well as in comparison to our competitors. For example, there have been increasingly nuanced allegations of greenwashing against companies making significant ESG claims due to a variety of perceived deficiencies in performance, disclosure, or methodology, including as stakeholder perceptions of sustainability continue to evolve.

There is also increasing attention from various policymakers to ESG matters, as several jurisdictions (including Mexico) have adopted or are considering adopting requirements for companies to undertake certain disclosures or other actions regarding climate- and other ESG-related matters. However, these regulations are not uniform, including (among other things) in some instances having different approaches to materiality, and other policymakers have sought to constrain companies' consideration of ESG matters. This and other stakeholder expectations could likely lead to increased costs as well as scrutiny that could heighten all of the risks identified in this risk factor. Additionally, many of our customers and suppliers may be subject to similar expectations, which may augment or create additional risks, including risks that may not be known to us.

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Compliance with airline industry regulations involves significant costs and regulations enacted in Mexico, the United States, Central America and South America as well as the applicable international treaties may increase our costs significantly in the future.

Airlines are subject to extensive regulatory and legal compliance requirements, both domestically and internationally, that involve significant costs. Compliance with such

extensive regulatory and legal compliance requirements has required significant expenditures including, among other things, collision avoidance systems, airborne wind shear avoidance systems, noise abatement and other environmental mitigation, and increased inspections and maintenance procedures to be conducted on older aircraft. We expect to continue to incur expenses in connection with complying with government regulations. Additional laws, regulations, taxes and airport rates and charges have been proposed from time to time that could significantly increase the cost of airline operations or reduce the demand for air travel. If adopted, these measures could have the effect of raising ticket prices, reducing revenue and increasing costs.

The DOT also regularly issues and amends aviation consumer protection and disability non-discrimination rules that address, among other things, fare advertising, fees for optional services, flight cancellations and delays (including lengthy tarmac delays at U.S. airports), responses to customer complaints, oversales and "bumped" passengers, interactions with passengers during the reservations process, at the airport and on board the aircraft, airlines' adoption of and adherence to customer service plans, and the handling of baggage and assistive devices. Failure to remain in full compliance with such rules may subject us to fines or other enforcement action, which could have a material effect on our business, results of operations and financial condition. Additionally, the U.S. Congress passed a law addressing airline refunds in 2024, and the DOT promulgated new rules that address airline refunds and transparency of airline ancillary service fees. Among many other requirements, the airline refund rule requires airlines to (i) provide prompt and automatic refunds of airfares to consumers for canceled or significantly delayed or changed flights (if the customer does not fly on the significantly delayed or changed flight and does not accept the airline's offer of alternate transportation or travel credits, vouchers or other compensation in lieu of a refund), (ii) provide travel vouchers or credits (valid for at least five years from date of issuance) to certain passengers who are unable or advised not to travel as scheduled because of a serious communicable disease, (iii) provide refunds of fees for ancillary services that consumers paid for but that were not provided, and (iv) refund fees for significantly delayed checked bags. Under a separate DOT rule, the scope of ancillary fee information that must be presented on airline websites whenever fare and schedule information is provided in response to a consumer's itinerary search would have been significantly expanded; however, a U.S. Court of Appeals vacated that rule in February 2026. The court noted the DOT's stated intent to redesign or formally rescind the vacated rule. The DOT has also announced an expected Notice of Proposed Rulemaking, tentatively scheduled for publication in Spring 2026, to reduce regulatory burdens on airlines and ticket agents by revising, among other things, the definition of "flight cancellation" that would entitle consumers to a ticket refund, the meaning of "timely bag delivery" for domestic and international flights, and regulations requiring automatic refunds of ancillary fees for services not provided.

In addition to the regulations on airline refunds and transparency of airline ancillary service fees, DOT also issued in 2024 other regulations and proposed regulations that required (or, if finalized as proposed, will require) compliance efforts, changes to internal policies and procedures, and further expenditures, such as (i) a final rule under the Air Carrier Access Act (ACAA) addressing wheelchair and scooter handling and improper passenger transfers to and from aircraft seats, aisle chairs, and personal wheelchairs, (ii) a final rule that increased the limits of liability for denied boarding compensation for passenger oversales, and (iii) a Notice of Proposed Rulemaking to require airlines to seat young children, aged 13 and under, adjacent to an accompanying adult at no additional cost beyond the fare (subject to certain limited exceptions).

In addition, various U.S. federal agencies, including the IRS, TSA, CBP, and U.S. Department of Agriculture, impose taxes and fees on both passengers and us to either defray the costs of providing security inspection and certain other government services at the U.S. airports where we operate or to fund U.S. civil aviation infrastructure, such as airport runway improvements. When such taxes and fees are imposed on passengers, we are required to collect and remit them to the federal agency concerned. Any increase in such taxes and fees could negatively impact our business, results of operations and financial condition.

Our ability to operate as an airline in the United States is dependent on maintaining our certifications, permits and authorizations issued to us by the DOT and the FAA. The FAA has the authority to issue mandatory orders relating to, among other things, the grounding of aircraft, inspection of aircraft, installation of new safety-related items, and removal and replacement of aircraft parts that have failed or may fail in the future. A decision by the FAA to ground, or require time-consuming inspections of or maintenance on, our aircraft, for any reason, could negatively affect our business, results of operations and financial condition. U.S. federal law requires that foreign air carriers, like us, providing air transportation to and from the United States hold a DOT-issued foreign air carrier permit or exemption. The revocation of such DOT authority or our FAA authorization would render it impossible for us to continue operating as an airline in the United States. The DOT and the FAA may also institute investigations or administrative proceedings and issue fines against airlines for violations of their regulations.

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Furthermore, we cannot assure you that airline industry regulations enacted in the future in Mexico, Central America, South America and the United States, or changes to international treaties and other agreements governing civil air transportation, will not increase our costs significantly.

Airlines are often affected by factors beyond their control, including air traffic congestion at airports, weather conditions, health outbreaks or concerns, pandemics, or increased security measures, any of which could harm our business, results of operations and financial condition.

Like other airlines, we are subject to delays caused by factors beyond our control, including air traffic congestion at airports, air traffic control inefficiencies, shortage of air traffic controllers, adverse weather conditions, health outbreaks or concerns, increased security measures, and new travel-related taxes. Delays frustrate passengers, reduce aircraft utilization and increase costs, all of which in turn could adversely affect our profitability. The governments of Mexico, the United States and the Central and South American countries in which we operate control their respective airspace and airlines are completely dependent on the AFAC, the FAA and the other aviation authorities in the Central and South American countries in which we operate to keep these airspaces in a safe, efficient and affordable manner.

The air traffic control system, which is operated by Services to the Navigation in the Mexican Air Space (*Servicios a la Navegación en el Espacio Aéreo Mexicano*) in Mexico, the FAA in the United States, the Central American Corporation of Aerial Navigation Services (*Corporación Centroamericana de Servicios de Navegación Aérea*) in Central America, the Air Navigation Services Directorate (*Dirección de Servicios a la Navegación Aérea*) in Colombia, and the Peruvian Corporation of Airports and Commercial Aviation (*Corporación Peruana de Aeropuertos y Aviación Comercial*) in Peru, faces challenges in managing the growing demand for air travel. U.S. and Mexican air-traffic controllers often rely on outdated technologies that routinely overwhelm the system and compel airlines to fly inefficient, indirect routes resulting in delays. For example, in January 2023, flights in the United States were halted for a few hours after the FAA's NOTAM system, used to provide certain information to pilots went down due to a damaged database file. Adverse weather conditions and natural disasters can also cause flight cancellations or significant delays.

Cancellations or delays due to weather conditions, natural disasters, air traffic control problems, health outbreaks or concerns, pandemics, breaches in security or other factors and any resulting reduction in airline passenger traffic could have a material adverse effect on our business, results of operations and financial condition. Recent global conflicts are likely to continue to affect flight traffic. Additionally, climate change may increase the frequency and severity of adverse weather conditions, including extreme weather events, which could result in more frequent or prolonged operational disruptions, impact airport and infrastructure availability, and reduce demand for air travel to certain destinations.

Airline consolidations and reorganizations could adversely affect the industry.

The airline industry has undergone substantial consolidation throughout the years and recently, including the Company's business combination agreement with Viva, to create a new Mexican airline group, and it may undergo additional consolidation in the future. Any consolidation or significant alliance activity within the airline industry could increase the size and resources of our competitors. In particular, the airline industry in Mexico has seen a sharp contraction with the exit of more than nine Mexican airlines since 2007, according to data from the SICT. On February 15, 2023, Transportes Aeromar, S.A. de C.V., a regional carrier, announced its definitive cessation of operations. In April 2023, Interjet declared bankruptcy in Mexico. It is possible that further airline reorganizations, consolidation, bankruptcies, or liquidations may occur in the current global economic environment, the effects of which we are unable to predict. We cannot assure you the occurrence of these events, or potential changes resulting from these events, will not harm our business or the industry. Because the airline industry is characterized by high fixed costs and relatively elastic revenues, airlines cannot quickly reduce their costs to respond to shortfalls in expected revenue.

The airline industry is characterized by low gross profit margins, high fixed costs and revenues that generally exhibit substantially greater elasticity than costs. The operating costs of each flight do not vary significantly with the number of transported passengers and, therefore, a relatively small change in the number of passengers, fare pricing or traffic mix could have a significant effect on operating and financial results. These fixed costs cannot be adjusted quickly to respond to changes in revenues and a shortfall from expected revenue levels could have a material adverse effect on our results of operations and financial condition.

Increases in insurance costs and/or significant reductions in coverage would harm our business, results of operations and financial condition.

Following the terrorist attacks in the United States on September 11, 2001 (the "September 11 terrorist attacks"), premiums for insurance against aircraft damage and liability to third parties increased substantially, and insurers could reduce their coverage or increase their premiums even further in the event of additional terrorist attacks, hijackings, wars, seizures/confiscations, airline crashes or other events adversely affecting the airline industry. In the future, certain aviation insurance could become unaffordable, unavailable or available only for reduced amounts of coverage that are insufficient to comply with the levels of insurance coverage required by aircraft lenders and lessors or applicable government regulations. Events such as the conflict between Russia and Ukraine, or any future aircraft emergency, accident or similar incident even if it does not involve our airline, could increase insurance premiums or reduce coverage scope.

Governments in other countries have agreed to indemnify airlines for liabilities that they might incur from terrorist attacks or provide low-cost insurance for terrorism risks. In that respect, the Mexican government provided certain loans to help airlines face increases in aircraft insurance right after the September 11 terrorist attacks. However, the Mexican government has not indicated an intention to provide similar benefits now or at any time in the future.

A general increase in the cost of insurance coverage, may result in both higher fares and a decreased demand for air travel generally, which could materially and negatively affect our business, results of operations and financial condition.

Downturns in the airline industry caused by terrorist attacks or war, which may alter travel behavior or increase costs, may adversely affect our business, results of operations and financial condition.

Demand for air transportation may be adversely affected by terrorist attacks, war or political and social instability, natural disasters and other events. Furthermore, these types of situations could have a prolonged effect on air transportation demand and on certain cost items.

The September 11 terrorists attacks, for example, have had a severe and lasting adverse impact on the airline industry. Airline traffic in the United States fell dramatically after the attacks and decreased severely throughout Latin America. The repercussions of the September 11 terrorist attacks, including increases in security, insurance and fear of similar attacks, continue to affect us and the airline industry. Since the September 11 terrorist attacks, the DHS and the TSA in the United States have implemented numerous security measures that restrict airline operations and increase costs and are likely to implement additional measures in the future. For example, following the widely publicized attempt of an alleged terrorist to detonate plastic explosives hidden underneath his clothes on a Northwest Airlines flight on Christmas Day in 2009, international passengers became subject to enhanced random screening, which may include pat-downs, explosive detection testing or body scans.

Enhanced passenger screening, increased regulation governing carry-on baggage and other similar restrictions on passenger travel may further increase passenger inconvenience and reduce the demand for air travel. In addition, increased or enhanced security measures have tended to result in higher governmental fees imposed on airlines, resulting in higher operating costs for airlines. Therefore, any future terrorist attacks or threat of attacks, whether or not involving commercial aircraft, any increase in hostilities relating to reprisals against terrorist organizations, including an escalation of military involvement in the Middle East, or otherwise and any related economic impact, could result in decreased passenger traffic and materially and adversely affect our business, results of operations and financial condition.

Public health threats, such as the Respiratory Syncytial Virus ("RSV"), COVID-19, the H1N1 flu virus, the bird flu, Severe Acute Respiratory Syndrome ("SARS"), the Zika virus, and other highly communicable diseases, could affect the suspension of domestic and international flights, travel behavior and could have a material adverse effect on the economy, airline industry reputation, the price of our shares, our business, results of operations and financial condition.

Health threats have historically impaired airline economics. In the past, passenger traffic was negatively affected as a result of the H1N1 flu crisis, which resulted in lower overall demand for intra-Latin America travel, especially to and from Mexico. Latin American travel has also been negatively affected as a result of the Zika virus and the COVID-19 pandemic.

As in the past, future health threats may cause countries around the world to implement containment measures, including imposing quarantines and medical screenings, restricting domestic and international travel, closing borders, restricting or prohibiting public gatherings and widely suspending previously scheduled activities and events. In addition, as in the past, concerns related to any future public health threats may drastically reduce demand for air travel and cause major disruptions and volatility in global financial markets, resulting in the fall of stock prices (including the price of our stock). Broad and continuing concerns related to the effects of any future health threats on international trade disruptions (including supply chain disruptions and export levels), travel, restrictions on access to facilities or aircraft, requirements to collect additional passenger data, employee productivity, employee illness, increased unemployment levels, securities markets, and other economic activities, particularly for airlines, have had and may in the future continue to have a destabilizing effect on financial markets and economic activity.

Furthermore, our operations could be negatively affected if essential employees are required to be quarantined as the result of an actual or suspected exposure to public health threats as experienced during the COVID-19 pandemic. In the case of public health threats, any shutdowns involving us or any of our subsidiaries, our contractors, suppliers, customers and other business partners, our business, results of operations and financial condition may also be materially adversely affected. Furthermore, any actions taken by governmental authorities and other third parties in response to a pandemic may negatively impact our business, results of operations and financial condition. If as a result of public health threats that disrupts our operations, our liquidity is materially diminished, we might not be able to timely pay our leases and debts or comply with certain operating and financial covenants under our financing agreements or with other material provisions of our contractual obligations and may negatively impact our business, results of operations and financial condition.

We cannot predict the full extent of the impact of any future public health threats on our operational and financial performance. The extent of the impact will depend on a number of developments, many of which could be temporary or permanent and are outside of our control, such as the timing of recovery, the volatility of aircraft fuel prices and customer behavior, and changes in their preferences.

We can offer no assurance that additional travel restrictions, requirements or border closures will not be enacted or reenacted in the countries where we operate, which could result in reduced passenger demand, revenue, and further capacity reductions. In addition, if governments in the markets in which we operate impose total or partial lockdowns in all or part of their respective jurisdictions or shut down airports in response to public health threats, it may result in our inability to operate flights, which would have a material adverse effect on our business, results of operations and financial condition.

Risks related to our business

We may not be able to implement our growth strategy.

Effectively implementing our growth strategy is critical for our business to achieve economies of scale and to sustain or increase our profitability. Our growth strategy

includes:

- increasing our flights to markets we currently serve;

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- expanding the number of markets we serve, focusing on new markets where we expect our ultra-low-cost structure to be successful; and
- acquiring or leasing additional aircraft or engines or spare parts from other owners, operators or lessors on acceptable terms.

We face numerous challenges in implementing our growth strategy, including our ability to:

- maintain profitability;
- access airports located in our targeted geographic markets where we can operate routes in a manner that is consistent with our cost strategy;
- continuous development and investment of airport infrastructure;
- maintain our high-level service notwithstanding the number of different ground transportation services and airport companies that we use in the course of our business;
- maintain satisfactory economic arrangements (including benefits) with our executives and our union;
- access sufficient gates, slots and other services at airports we currently serve or may seek to serve;
- obtain authorization of new routes;
- manage through, and have adequate response for, epidemics or pandemics;
- comply with environmental regulations;
- renew or maintain our Concessions, permits and authorizations;
- gain access to international routes;
- hire, train and retain qualified pilots, flight attendants, maintenance technicians, ground personnel and other strategic personnel;
- obtain financing to acquire new aircraft and in connection with our operations; and
- manage our fleet capacity when limited by external events such as: supply chain disruptions, recalls and inspections.

Our growth depends upon our ability to maintain a safe and secure operation. Failure to hire and retain trained personnel, maintain suitable arrangements with our union, timely secure the required equipment, facilities and airport services in a cost-effective manner, operate our business efficiently or obtain or maintain the necessary regulatory approvals may adversely affect our ability to achieve our growth strategy, which could harm our business.

In addition, expansion to new international markets may have other risks due to factors specific to those markets. When entering new international markets, we may be unable to foresee all of the risks associated with such market or respond adequately to these risks, and our growth strategy and/or our business may suffer as a result. In addition, our competitors may reduce their fares and/or offer special promotions following our entry into a new market. As a result, we cannot guarantee that we will be able to profitably expand our existing markets or enter new markets.

Our target growth markets are in Mexico, the United States, Central and South America, including countries with less developed economies that may be vulnerable to more unstable economic and political conditions, such as significant fluctuations in GDP, interest and currency exchange rates, civil disturbances, government instability, nationalization and expropriation of private assets and the imposition of taxes or other charges by governments. The occurrence of any of these events in markets served by us may adversely affect our ability to implement our growth strategy.

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Expansion of our markets and services may also strain our existing management resources and operational, financial and management information systems to the point that they may no longer be adequate to support our operations, requiring us to make significant expenditures in these areas. We currently expect that we will need to develop further financial, operational and management controls, reporting systems and procedures to accommodate future growth. However, we cannot assure you that we will be able to develop these controls, systems or procedures on a timely basis or at all, and the failure to do so could harm our business.

Our ultra-low-cost structure is one of our primary competitive advantages and many factors could affect our ability to control our costs.

Our ultra-low-cost structure is one of our primary competitive advantages, but we have limited control over many of our costs. For example, we have limited control over the price and availability of fuel, aviation insurance, airport and related infrastructure taxes, tariffs, the cost of meeting changing regulatory requirements, and our cost to access capital or financing. We cannot guarantee that we will be able to maintain a cost advantage over our competitors. If our cost structure increases and we are no longer able to maintain a cost advantage over our competitors, it could have a material adverse effect on our business, results of operations, financial condition and prospects.

Our fuel hedging strategy may not reduce our fuel costs.

Our fuel hedging policy allows us to enter into fuel derivative instruments to hedge against changes in fuel prices when we have excess cash available to support the costs of such hedges. As of December 31, 2025, we did have hedge positions for our projected fuel requirements for the second quarter of 2026.

Our hedging program may not be successful in mitigating higher fuel costs and any price protection provided may be limited due to the choice of hedging instruments and market conditions, including breakdown of correlation between hedging instrument and market price of aircraft fuel and failure of hedge counterparties. To the extent that we decide to use hedge contracts that have the potential to create an obligation to pay upon settlement if fuel prices decline significantly, such hedge contracts may limit our ability to benefit fully from lower fuel prices in the future. If fuel prices decline significantly from the levels existing at the time we enter into a hedge contract, we may be required to post collateral (margin) beyond certain thresholds. There can be no assurance that our hedging arrangements, if any, would provide any particular level of protection against rises in fuel prices or that our counterparties will be able to perform under our hedging arrangements.

Furthermore, our ability to react to the cost of fuel is limited since we set the price of tickets in advance of incurring fuel costs. Our ability to pass on any significant

increases in fuel costs through fare increases is also limited by our ULCC model. Additionally, deterioration in our financial condition could negatively affect our ability to enter into hedge contracts in the future. As a result, we cannot guarantee that we will be able to secure new fuel derivative contracts or transactions on terms which are commercially acceptable to us or at all.

We have a significant amount of fixed obligations that could impair our liquidity and thereby harm our business, results of operations and financial condition.

The airline business is capital intensive and, as a result, many airlines are highly leveraged. Most of our aircraft and spare engines are leased, and we paid the lessors rent and maintenance deposits aggregating U.S.$631.0 million and U.S. $5.0 million, respectively, in 2025, and have future operating lease obligations aggregating U.S. $3.2 billion over the next 12 years. In addition, we have significant obligations for aircraft and engines that we ordered from Airbus and IAE, respectively, for delivery over the next six years. Our ability to pay the fixed costs associated with our contractual obligations will depend on our operating performance and cash flow, which will in turn depend on, among other things, the success of our current business strategy, fuel prices, further weakening or improvement in the Mexican and U.S. economies, whether financing is available on reasonable terms or at all, as well as general economic and political conditions and other factors that are, to some extent, beyond our control. The amount of our aircraft related fixed obligations could have a material adverse effect on our business, results of operations and financial condition and could:

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- require a substantial portion of cash flow from our operations for operating lease and maintenance deposit payments, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our ability to make required pre-delivery deposit payments to Airbus for our aircraft on order;
- limit our ability to obtain additional financing to support our expansion plans and for working capital and other purposes on acceptable terms or at all;
- make it more difficult for us to pay our other obligations as they become due during adverse general economic and market industry conditions because any related decrease in revenues could cause us to not have sufficient cash flows from operations to make our scheduled payments;
- reduce our flexibility in planning for, or reacting to, changes in our business and the airline industry and, consequently, place us at a competitive disadvantage to our competitors with less fixed payment obligations; and
- cause us to lose access to one or more aircraft and forfeit our rent and purchase deposits if we are unable to make our required aircraft lease rental payments or purchase installments and our lessors exercise their remedies under the lease agreement including under cross default provisions in certain of our leases.

A failure to pay our operating leases and other fixed cost obligations or a breach of our contractual obligations could result in a variety of adverse consequences, including the exercise of remedies by our creditors and lessors. In such a situation, it is unlikely that we would be able to fulfill our obligations, make required lease payments or otherwise cover our fixed costs, which would have a material adverse effect on our business, results of operations and financial condition.

Inability to obtain lease or debt financing for additional aircraft would impair our growth strategy.

We currently finance our aircraft through sale and lease back arrangements with operating leases as well as finance leases. In the future, we may elect to own a portion of our fleet, as well as continue to lease aircraft through long-term operating leases. We may not be able to obtain lease or debt financing on terms attractive to us or at all. To the extent we cannot obtain such financing on acceptable terms or at all, we may be required to modify our aircraft acquisition plans or to incur higher than anticipated financing costs, which would have an adverse impact on the execution of our growth strategy and business.

Furthermore, upon the adoption of the Cape Town Treaty, an international treaty intended to standardize transactions for movable property such as aircraft and aircraft engines, Mexico selected the Alternative B insolvency provision, which gives more discretion to debtors and local courts to determine if and when defaults must be cured, or the aircraft returned to its owner or creditor. Mexico's selection of this insolvency provision may limit our access to, or increase our costs of, financing in the event we elect to own a portion of our fleet. Uncertainty regarding the rights of creditors in a Mexican bankruptcy proceeding and the factors discussed above may inhibit our ability to lease or acquire new aircraft on attractive terms or at all, which may have a material adverse impact on our business, financial condition and results of operations. In addition, if we are unable to obtain the financing necessary to acquire an aircraft for which we have entered into a binding purchase agreement and fail to cancel the order or delay delivery of the aircraft, we would be in default under the related purchase agreement. Potential liability for damages in the event of such a default could have a material adverse impact on our financial condition and results of operations.

Our limited lines of credit and borrowing facilities make us highly dependent upon our operating cash flows.

We have limited lines of credit and borrowing facilities and rely primarily on operating cash flows to provide working capital. Unless we secure additional lines of credit, borrowing facilities or equity financing, we will be dependent upon our operating cash flows to fund our operations and to make scheduled payments on our debt and other fixed obligations. If we fail to generate sufficient funds from our operations to meet these cash requirements or are unable to secure additional lines of credit, other borrowing facilities or equity financing, we could default on our debt and other fixed obligations. Our inability to meet our obligations as they become due would materially adversely affect our ability to grow and seriously harm our business, results of operations and financial condition.

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We are highly dependent on the Mexico City, Tijuana, Guadalajara and Cancun airports for a large portion of our business.

Our business is heavily dependent on our routes to and from the Mexico City, Tijuana, Guadalajara and Cancun airports. Routes through these cities make up a large portion of our total routes. The Mexico City International Airport has been declared saturated since 2014. On August 31, 2023, the AFAC issued a resolution that further reduced the number of operations in the Mexico City International Airport to a maximum of 43 operations per hour, which took effect on January 8, 2024. In response, we reduced capacity at the Mexico City International Airport, redeploying six aircraft lines to other domestic airports by the end of 2024. In May 2025, the AFAC authorized a limited increase in the maximum number of operations at the Mexico City International Airport from 43 to 44 flights per hour. We cannot guarantee that in the future we may maintain or obtain additional slots in Mexico City.

In addition, we cannot provide any kind of assurance with respect to the changes, risks and costs related to the operation of Mexico City's Airport System (*Sistema Aeroportuario de la Ciudad de México*), including having to operate more than one airport in the Mexico City metropolitan area due to the opening of the Felipe Ángeles International Airport on March 21, 2022, which results in having to operate multiple airports within the catchment area of Mexico City metropolitan region. Any significant increase in competition, redundancy in demand for air transportation or disruption in service or the fuel supply at these airports, could have a material adverse impact on our business, results of operations and financial condition. The conditions affecting services at the airports or our slots in these cities, such as adverse changes in local economic or political conditions, negative public perception of these destinations, unfavorable weather conditions, violent crime or drug related activities, could also have a material adverse impact on our business, results of operations and financial condition.

Our maintenance costs will increase as our fleet ages.

As of December 31, 2025, the average age of our 155 aircraft in service was 6.6 years. Our relatively new aircraft require less maintenance now than they will in the future. Our fleet will require more maintenance as it ages and our maintenance and repair expenses for each of our aircraft will be incurred at approximately the same intervals. In addition, the terms of certain of our lease agreements require us to pay supplemental rent, also known as maintenance deposits, to be paid to the lessor in advance of the performance of major maintenance, resulting in our recording significant aircraft maintenance deposits on our statements of financial position. During the year ended December 31, 2025, we entered into a series of transactions designed to provide us with credit letters intended to fund aircraft maintenance deposits. The credit letters deposits increased overall from U.S. $216.5 million in 2024 to U.S. $250.8 million in 2025. Any significant increase in maintenance and repair expenses would have a material adverse effect on our margins and our business, results of operations and financial condition.

Our business could be harmed by a change in the availability or cost of air transport infrastructure and airport facilities.

The lack of adequate air transport infrastructure can have a direct adverse impact on our business operations, including our future expansion plans. The availability and cost of terminal space, slots and aircraft parking are critical to our operations. Additional ground and maintenance facilities, including gates, hangars and support equipment, will be required to operate additional aircraft in line with our expansion plans and may be unavailable in a timely or economic manner in certain airports. Our inability to lease, acquire or access airport facilities on reasonable terms, at preferred times or based upon adequate service, to support our operations and growth could have a material adverse effect on our operations.

Further, the modernization of old airports and the construction of new airports may lead to increases in the costs of using airport infrastructure and facilities and may also result in an increase in related costs, such as landing charges. Such increases may adversely affect our business, results of operations and financial condition. Our ability to pass on such increased costs to our passengers is limited by several factors, including economic and competitive conditions.

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We are exposed to increases in landing charges and other airport access fees and restrictions, and cannot be assured access to adequate facilities and landing rights necessary to achieve our expansion plans.

We must pay fees to airport operators for the use of their facilities. Any substantial increase in airport charges could have a material adverse impact on our results of operations and financial condition. Passenger taxes and airport charges have also increased in recent years, sometimes substantially. We cannot assure you that the airports used by us will not impose, or further increase, passenger taxes and airport charges in the future, and any such increases could have an adverse effect on our results of operations and financial condition.

Certain airports that we serve (or that we plan to serve in the future) are subject to capacity constraints and impose slot restrictions during certain periods of the day. As a result, we cannot assure you that we will be able to obtain a sufficient number of slots, gates and other facilities at airports to maintain or expand our services. It is also possible that airports not currently subject to capacity constraints may become so in the future. In addition, an airline must use its slots on a regular and timely basis or risks having those slots reallocated to other airlines. We may have to amend our schedules, change routes or reduce aircraft utilization slots or other airport resources are not available or their availability is restricted in some way, any of which could have an adverse effect on our business, results of operations and financial condition.

In addition, some of the airports we serve impose various restrictions, including limits on aircraft noise levels, limits on the number of average daily departures and curfews on runway use. We cannot assure you that airports at which there are no such restrictions may not implement restrictions in the future or that, where such restrictions exist, they may not become more onerous. Such restrictions may limit our ability to continue to provide or to increase services at such airports.

A limited number of suppliers for essential airport services could result in service disruptions, higher costs, and reduced operational flexibility and may adversely affect our operations and passenger satisfaction.

In some specific cases, airport operations have faced challenges due to a limited number of suppliers providing essential services. This limitation affects several critical areas, including wheelchair availability, ramp services, and trash disposal. With fewer suppliers, there is an increased risk to us of service disruptions, higher costs, and reduced flexibility in meeting passenger needs. These constraints can impact overall airline efficiency and passenger satisfaction, particularly during periods of high demand or operational stress and may adversely affect our operations and passenger satisfaction.

Our reputation and business could be adversely affected in the event of an emergency, accident or similar incident involving our aircraft.

We are exposed to potential significant losses and material adverse effects on our business in the event that any of our aircraft is subject to an emergency, accident, terrorist incident or other similar incident, and significant costs related to passenger claims, repairs or replacement of a damaged aircraft and its temporary or permanent loss from service. There can be no assurance that we will not be affected by such events, or that the amount of our insurance coverage will be adequate in the event such circumstances arise and any such event could cause a substantial increase in our insurance premiums. See "—Increases in insurance costs and/or significant reductions in coverage would harm our business, results of operations and financial condition." In addition, any future aircraft emergency, accident or similar incident, even if fully covered by insurance or even if it does not involve our airline, may create a public perception that our airline or the equipment we fly is less safe or reliable than other transportation alternatives, which could have an adverse impact on our reputation and could have a material adverse effect on our business, results of operations and financial condition.

We are exposed to certain risks against which we do not have insurance.

In line with industry practice, we leave some business risks uninsured including business interruption, loss of profit, environmental/pollution liability or revenue and consequential business losses arising from mechanical breakdown. To the extent that uninsured risks materialize, we could be materially and adversely affected. There can also be no assurance that our insurance coverage will cover actual losses incurred. To the extent that actual losses incurred by us exceed the amount insured, we may have to bear substantial losses which could have a material adverse effect on our financial condition and results of operations.

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A failure to comply with covenants contained in our aircraft or engine lease agreements, or the occurrence of an event of default thereunder, could have a negative impact on us and our financial condition and results of operations.

We have entered into aircraft and engine operating lease agreements, sale and leaseback arrangements and finance leases with various lessors. These agreements contain certain events of default and also require us to comply with certain covenants, including covenants triggered by a change of control, during the term of each agreement. The lease agreements generally provide for events of default if:

- we fail to obtain or maintain the insurance required;
- we breach any covenant or representation and warranty and do not cure it within the agreed time periods;
- we do not have unencumbered control or possession of the aircraft or engines;

- we discontinue (temporarily or otherwise) business or sell or otherwise dispose of all or substantially all of our assets;
- we no longer possess the licenses, certificates and permits required for the conduct of our business as a certificated air carrier;
- Volaris Opco experiences a change of control;
- we fail to pay when due any airport or navigation charges or any landing fees assessed with respect to the aircraft or any aircraft operated by us which, if unpaid, may give rise to any lien, right of detention, right of sale or other security interest in relation to the aircraft or parts thereof;
- in case of certain insolvency events;
- if a material adverse change occurs in our financial condition which, in lessor's reasonable opinion, would materially and adversely affect our ability to perform our obligations under the lease agreements and related documents: and
- if we fail to comply with sanctions and export control laws.

Failure to comply with covenants could result in a default under the relevant agreement, and ultimately in a re-possession of the relevant aircraft or engine. Certain of these agreements also contain cross default clauses, as a result of which defaults under one agreement may be treated as defaults under other lease agreements. As such, a failure to comply with the covenants in our aircraft and engine lease agreements, or the occurrence of an event of default thereunder, could have a negative impact on us and, as a result, on our financial condition and results of operations.

We rely on maintaining a high daily aircraft utilization rate to implement our ultra-low-cost structure, which makes us especially vulnerable to flight delays or cancellations or aircraft unavailability.

One of the key elements of our business strategy is to maintain a high daily aircraft utilization rate. Our average daily aircraft utilization was 13.37 block hours in 2023, 13.03 block hours in 2024, and 12.76 block hours in 2025. Aircraft utilization is the average amount of time per day that our aircraft spend carrying passengers. Our revenue per aircraft can be increased by high daily aircraft utilization, which is achieved in part by reducing turnaround times at airports, so we can fly more hours on average in a day. Aircraft utilization is reduced by delays and cancellations arising from various factors, many of which are beyond our control, including air traffic congestion at airports or other air traffic control problems, adverse weather conditions, increased security measures or breaches in security, international or domestic conflicts, terrorist activity, health outbreaks, changes to supply chain and demand conditions, quality issues related to our limited suppliers or other changes in business conditions. In addition, pulling aircraft out of service for unscheduled and scheduled maintenance, which will increase as our fleet ages, may materially reduce our average fleet utilization. High aircraft utilization increases the risk that if an aircraft falls behind schedule during the day, it could remain behind schedule during the remainder of that day and potentially into the next day, which can result in disruption in operating performance, leading to passenger dissatisfaction related to delayed or cancelled flights and missed connections. Due to the relatively small size of our fleet and high daily aircraft utilization rate, the unavailability of one or more aircraft and resulting reduced capacity or our failure to operate within time schedules, could have a material adverse effect on our business, results of operations and financial condition.

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The growth of our operations to the United States is dependent on continued favorable safety assessment in Mexico and the Central and South American countries in which we operate.

The FAA regularly conducts audits of foreign aviation regulatory authorities and assigns an IASA rating to each country, based on the country's compliance with ICAO standards for safety oversight of civil aviation. Under the IASA rating system, Category 1 means the FAA has determined the country meets the ICAO standards, and Category 2 means the FAA has determined the country does not meet those standards. When a country is ranked Category 2, its airlines cannot add new service or routes to the United States or engage in code sharing arrangements involving the display of U.S. carrier designator codes. In February 2021, Costa Rica's IASA rating was upgraded to Category 1 from Category 2, 21 months after it was downgraded due to alleged deficiencies in the Costa Rican air safety standards. In May 2021, Mexico's IASA rating was downgraded from Category 1 to Category 2, and was upgraded back to Category 1 in September 2023. During the period of the downgrade, we were prevented from adding new services or routes to the United States or expanding our fleet of aircraft authorized to serve the United States. We cannot assure you that the governments of Mexico, Costa Rica and El Salvador, and the AFAC, the General Directorate of Civil Aviation (*Dirección General de Aviación Civil*) of Costa Rica and the Civil Aviation Authority (*Autoridad de Aviación Civil*) of El Salvador in particular, or the aviation authorities in the Central and South American countries in which we operate, will continue to meet the ICAO standards. If the IASA ratings of Mexico or the other Central and South American countries in which we operate were to be downgraded in the future, it could restrict our ability to maintain or increase service to the United States (including but not limited to expanding the number of aircraft we operate to and from the United States), which would in turn adversely affect our business, results of operations and financial condition.

We rely heavily on technology and automated systems to operate our business and any significant failure of, disruption to, or compromise to these technologies or systems, or those of their operators could materially harm our business, results of operations, or financial condition.

We are highly dependent on technology and automated systems to operate our business and achieve low operating costs. These technologies and systems include our computerized airline reservation system, domain name system, revenue management system, flight operations system, enterprise resource planning system, human resources systems, maintenance systems, telecommunications, network, infrastructure, website, mobile app, and check-in kiosks. To support our operations, for example, our website and reservation system must be able to accommodate a high volume of passengers, maintain secure information and deliver flight information, among other things. Substantially all of our tickets are issued to passengers as electronic tickets. We depend on our reservation system, which is hosted and maintained by third-party service providers, to be able to securely and reliably issue, track and process these electronic tickets. Any material failure, interruption, disruption, or security incident affecting these systems, whether due to internal issues, cyber threats (such as ransomware), or disruptions by third-party service providers, that adversely impact our ability to conduct business could result in material revenue loss and reputational harm. If our reservation system fails or experiences interruptions or denial of service and we are unable to book seats for a significant period of time, we could lose material amounts of revenues as customers book seats on competing airlines. We have experienced short duration reservation system outages from time to time and expect to experience similar outages in the future. Furthermore, if our flight operations system were to fail, our operations would be materially and adversely affected.

As our reliance on third-party technology providers increases, there is an inherent risk that service interruptions, software failures, or security vulnerabilities affecting these providers could have a material impact on our operations. For example, industry-wide incidents have already occurred that involved unintended software updates, misconfigurations, or cybersecurity breaches in third-party systems that led to widespread service disruptions. While we actively monitor and work with our technology partners to enhance system resilience and business continuity planning, we cannot eliminate the risk of supply chain. In the event of an extended system outage or operational failure, our ability to process reservations, manage flight operations, or provide customer service could be significantly affected and lead to material operational and financial consequences.

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We rely on third-party service providers of other automated systems for technical support, software licensing, telecommunications, network, system maintenance, back-office systems and software upgrades. In addition, we maintain processes designed to assess and manage cybersecurity risks associated with third-party service providers, including evaluating the security posture of certain providers and monitoring their performance. However, we do not control the cybersecurity practices of our third-party

providers, and any failure by these providers to adequately safeguard their systems and data could adversely affect our operations and expose us to cybersecurity risks. Significant service disruptions, malfunctions or delays with respect to these automated systems, including a failure to provide necessary hardware or software updates or technical support for any key systems could materially harm our business through the loss of important data, increased expenses and decreased revenues. In the event that one or more of our primary technology or systems' vendors goes into bankruptcy, ceases operations or fails to perform as contemplated in the agreements, replacement services may not be readily available on a timely basis, at competitive rates or at all and any transition time to a new system may be significant. In addition, because we rely on a limited number of key technology providers for certain critical systems, including our reservation and operational systems, any disruption, degradation, or termination of services provided by these vendors could materially disrupt our operations and adversely affect our business, results of operations and financial condition.

In addition, our automated systems are subject to inherent risks including events beyond our control, including natural disasters, terrorist activities, hardware/software vulnerabilities, computer viruses, cybersecurity threats or incidents or telecommunications failures. A substantial or prolonged failure of our critical systems could lead to operational delays, service interruptions, or the inability to process reservations, potentially resulting in customers seeking alternatives with competing airlines. Cybersecurity attacks are expected to accelerate as threat actors are increasingly sophisticated and using techniques and tools, such as artificial intelligence, to circumvent controls, evade detection and even remove forensic evidence. We have experienced cyberattacks and incidents in the past and expect such attacks and incidents to continue in varying degrees in the future. We have implemented security measures, back-up procedures, business continuity plans and disaster recovery plans; however, we cannot assure you that these measures are adequate to prevent disruptions or deflect cyberattacks or data breaches. Any of the foregoing could result in a material adverse effect on our business, results of operations and financial condition.

Furthermore, disruptions, modifications, or breaches affecting these systems—whether due to external threats, third-party service provider failures, or internal technical issues—could compromise operational efficiency, lead to the loss of sensitive data, and expose us to regulatory, financial, operational and reputational risks. Although we continuously assess and enhance our cybersecurity and business continuity strategies, we cannot guarantee that such measures will prevent or mitigate service interruptions or unauthorized access. Any of these events could have a material adverse effect on our business, financial condition, and results of operations.

Moreover, we may face risks related to unauthorized automated access to or extraction of information from our website or mobile app, including through web scraping or similar technologies. Certain third parties may extract flight, pricing or other information from our digital platforms and display such information on their own websites or distribution channels, potentially adding intermediary fees, presenting incomplete or inaccurate information, or displaying such information in a manner that seeks to steer passengers to competitor airlines. Although we seek to monitor and mitigate unauthorized uses of our digital platforms, such activities could result in customer confusion, reputational harm, harm to our revenues, increased operational costs, or legal disputes.

We rely on third-party service providers to perform functions integral to our operations.

We have entered into agreements with third-party service providers to furnish certain facilities and services required for our operations, including Lufthansa Technik AG (LHT) for certain technical services and Aeromantenimiento S.A. ("Aeroman"), a FAA-approved maintenance provider, for our heavy airframe and engine maintenance, as well as other third-party service providers, including the concessionaries' of the Mexican airports in which we operate, for ground handling, catering, passenger handling, engineering, refueling and airport facilities as well as administrative and support services. We are likely to enter into similar service agreements in new markets we decide to enter, and there can be no assurance that we will be able to obtain the necessary services at acceptable rates.

Although we seek to monitor the performance of third-party service providers, their efficiency, timeliness and quality of contract performance are often beyond our control, and any failure by any of them to perform their contracts may have an adverse impact on our business and operations. We expect to be dependent on such third-party arrangements for the foreseeable future.

Furthermore, our agreements with third parties are subject to termination upon short notice. The loss or expiration of these contracts or any inability to renew them or negotiate and enter into contracts with other providers at comparable rates could harm our business. Our reliance upon others to provide essential services on our behalf also gives us less control over costs, and the efficiency, timelines and quality of contract services.

Our processing, storage, use and disclosure of Personal Information, and any actual or perceived failure to comply with applicable privacy and cybersecurity laws, could give rise to material liabilities that impact on our business, results of operations and financial condition.

In the processing of our customer transactions and otherwise running our business, we receive, process, transmit, and store substantial volumes of data that may be classified as "personal data," "personal information," or "personally identifiable information," or similar terms under applicable data privacy laws (collectively, "Personal Information"). Personal Information includes sensitive categories of data (such as payment card information) managed by our reservation system provider, which purpose is to maintain compliance with the Payment Card Industry Data Security Standard. This data is subject to legislation, regulation and other requirements intended to protect the privacy of Personal Information that is collected, processed and transmitted. In addition, we or our service providers collect, retain and otherwise process certain categories of Personal Information that are deemed particularly sensitive and subject to heightened legal protection and requirements, such as biometric information received from customers.

As a result, we must comply with a complex proliferating and fast-evolving set of domestic and international legal requirements in this area, including substantive cybersecurity standards requirements and obligations to notify as well as requirements for notifying regulators and affected individuals in the event of a data security incident. The regulatory environment is increasingly challenging and imposes obligations and risks on our business, including significantly expanded compliance burdens, costs and enforcement risks. For example, Mexico's Federal Personal Data Protection Law *(Ley Federal de Protección de Datos Personales en Posesión de los Particulares)*, the European Union's General Data Protection Regulation (and the United Kingdom's equivalent regulation), and the California Consumer Privacy Act each impose data privacy and security requirements, imposing significant costs on us and carrying substantial fines and penalties for non-compliance. Similar regulations have been (and may in the future be) enacted by other countries and states, including in Central and South America. In addition, many of our commercial partners, including credit card companies, have imposed data security standards that we must meet. While we continue our efforts to meet these regulations and standards, their interpretation is evolving and new and revised rules and standards may be imposed that may be difficult for us to meet and could increase our costs, and we may be liable to regulators, plaintiffs and/or commercial partners for non-compliance or should any payment card information or other protected information be accessed and misused as a result of a lack of sufficient security measures.

Additionally, in the event of a security incident, we could be liable to our commercial partners for losses or penalties resulting from alleged deficiencies in our security measures.

Beyond regulatory compliance, our business depends on consumer trust in the security of our systems, particularly our online platforms through which we sell most of our tickets, and our ability to properly manage and protect Personal Information. Any failure to comply with applicable privacy laws or obligations—whether due to regulatory changes, enforcement actions, or cybersecurity incidents—could lead to significant financial, operational, and reputational harm. Our business, results of operations and financial condition could be adversely affected if we are unable to comply with existing privacy obligations or legislation or regulations are expanded to require changes in our business practices or otherwise hinder our ability to grow our business. Furthermore, regulatory investigations and lawsuits may be initiated against us that impose material fines, penalties or damages.

We depend on our non-passenger revenue to remain profitable, and we may not be able to maintain or increase our non-passenger revenue base.

Our business strategy significantly relies upon our portfolio of non-passenger revenues, including ancillary products and services and cargo revenue, on which we depend to remain profitable due to our ULCC strategy of low base fares. There can be no assurance that passengers will pay for additional ancillary products and services or that passengers will continue to choose to pay for the ancillary products and services we currently offer. Failure to maintain our non-passenger revenues would have a material adverse effect on our results of operations and financial condition. Furthermore, if we are unable to maintain and grow our non-passenger revenues, we may not be able to execute our strategy to continue to lower base fares in order to stimulate demand for air travel. In addition, our strategy to increase and develop non-passenger revenue by charging for additional ancillary services may be adversely perceived by our customers and negatively affect our business.

Restrictions on or increased taxes applicable to fees or other charges for ancillary products and services paid by airline passengers could harm our business, results of operations and financial condition.

Our non-ticket revenues are generated from (i) air travel-related services, (ii) revenues from non-air travel-related services and (iii) cargo services. Air travel-related services include but are not limited to fees charged for excess baggage, bookings through the call center or third-party agencies, advance seat selection, itinerary changes, charters and passenger charges for no-show tickets. Revenues from non-air travel-related services mainly include, but are not limited to, commissions charged to third parties for the sale of services. Additionally, services not directly related to passenger air transportation include sales of v.club memberships. Restrictions on or increased taxes applicable to fees or other charges for ancillary products and services paid by airline passengers could harm our business, results of operations and financial condition.

The DOT has implemented many rules that affect foreign air carriers. For example, DOT rules require that any airfare advertisement or other solicitation state the entire price to be paid by the consumer, including mandatory taxes, fees and carrier-imposed charges. DOT rules also require the disclosure of the cost of optional products and services, including baggage charges. The rules additionally restrict airlines from increasing ticket prices post-purchase (other than increases resulting from changes in government-imposed fees or taxes, the possibility of which must be disclosed to the consumer, and the consumer's consent regarding same must be obtained, prior to purchase). Failure to remain in full compliance with these and other DOT rules may subject us to fines or other enforcement action, including requirements to modify our passenger reservations system, which could have a material adverse effect on our business, results of operations and financial condition.

In addition, the U.S. Congress and Federal administrative agencies have undertaken investigations of the airline industry practice of unbundling fees for optional services. If new taxes are imposed on non-ticket revenues, or if other laws or regulations are adopted that make unbundling of services impermissible or more cumbersome or expensive than the existing rules, our business, results of operations and financial condition could be materially adversely affected. Congressional and other government agency scrutiny may also change industry practice or public willingness to pay for ancillary services. See also "—Compliance with airline industry regulations involves significant costs and regulations enacted in Mexico, the United States, Central America and South America may increase our costs significantly in the future."

Changes in how we or others are permitted to operate at airports could have a material adverse effect on our business, results of operations and financial condition.

Our results of operations may be affected by actions taken by the airports' concessionaires, governmental or other agencies or authorities having jurisdiction over our operations at airports, including, but not limited to:

- termination of our airport use agreements, some of which can be terminated by the other party or airport authorities with little notice to us;
- international travel regulations such as customs and immigration;
- increases in taxes;

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- allocation of slots;
- changes in the law that affect the services that can be offered by airlines in particular markets and at particular airports;
- strikes and other similar disruptions affecting airports;
- restrictions on competitive practices;
- hire, train and retain qualified pilots, flight attendants, maintenance technicians, ground personnel and other personnel;
- the adoption of statutes or regulations that impact customer service standards, including security and health standards and termination of licenses or concessions to operate airports; and
- the adoption of more restrictive locally-imposed noise regulations or curfews.

In general, any changes in airport operations could have a material adverse effect on our business, results of operations and financial condition.

We rely on a limited number of suppliers for fuel, aircraft and engines.

We rely on a limited number of suppliers for fuel, aircraft and engines. For domestic fuel, we purchase from ASA, where we do most of the fillings and GAFSACOMM. For our international destinations, we have entered into fuel supply agreements with suppliers such as World Fuel Services, AvFuel, Shell, BP Products North America, Chevron, Associated Energy Group, Puma Energy Group, Total Energies and Titan pursuant to which those companies or their affiliates sell fuel to us at various airports as specified in the agreements. The agreement with ASA expires on March 31, 2027. The agreement with GAFSACOMM is scheduled to expire on October 10, 2028, but can be terminated in advance with 30-days prior notice. If ASA, GAFSACOMM or our other fuel providers offer fuel to one or more of our competitors at a more competitive price or with better terms, it may materially affect our ability to compete against other airlines and may have a material effect on our business. If ASA, GAFSACOMM or our other fuel providers terminate their agreements with us, are unwilling to renew them upon termination or are unable or unwilling to cover our fuel needs, we would have to seek alternative fuel sources. We cannot assure you that we will be able to find other fuel providers or whether we will be able to find one that provides fuel in such a cost-effective manner as our current agreements. Failure to renew agreements or to source fuel from alternate sources will materially and adversely affect our business, results of operations and financial condition.

One of the elements of our business strategy is to save costs by operating an aircraft fleet consisting solely of Airbus A320 and A321 aircraft, narrow body aircraft, powered by engines manufactured by IAE, and P&W.

We currently intend to continue to rely exclusively on these aircraft and engine manufacturers for the foreseeable future.

Additionally, continuing global supply chain challenges, prior lockdown measures in China which slowed down the freight market, the invasion of Ukraine which resulted in international sanctions impacting a portion of the supply chain and potentially the Middle East conflict, among others, have caused and continues to cause shortages to the aircraft and engine manufactures, and as a result may impact our ability to receive aircraft and engines as planned. Our growth plans and operations could be materially affected as a result of the delays caused by shortages.

Furthermore, if any of Airbus, IAE or P&W is unable to perform its contractual obligations, or if we are unable to acquire or lease aircraft or engines or spare parts from other owners, operators or lessors on acceptable terms, we would have to find other suppliers for a similar type of aircraft, engine or spare parts. If we have to lease or purchase

aircraft from another supplier, we would lose the significant benefits we derive from our current single fleet composition. We may also incur substantial transition costs, including costs associated with retraining our employees, replacing our manuals and adapting our facilities and maintenance programs. Our operations could also be materially affected by the failure or inability of aircraft, engine and parts suppliers to provide sufficient spare parts or related support services on a timely basis.

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Any real or perceived problem with the Airbus A320 family aircraft or IAE and P&W engines could adversely affect our operations.

We operate a uniform fleet of Airbus A320 and A321 aircraft, which belong to the Airbus A320 family aircraft. Our aircraft also exclusively use IAE and P&W engines. Our dependence on the Airbus A320 and A321 aircraft and IAE and P&W engines makes us particularly vulnerable to any problems that might be associated with the Airbus A320 family aircraft or engines. If any design defect or mechanical problem is discovered, or if the technology relating to such aircraft or engine should become obsolete, our aircraft may have to be grounded while such defect or problem is corrected, assuming it could be corrected at all. Any such defect or problem may also result in aviation authorities in Mexico and the United States implementing certain airworthiness directives which may require substantial cost to comply with. Further, our operations could be materially adversely affected if passengers avoid flying with us as a result of an adverse perception of the Airbus A320 family aircraft or IAE and P&W engines due to real or perceived safety concerns or other problems. Since 2017, P&W's GTF engines have experienced technical and production issues worldwide. As a result, several A320neo operators, including us, have reportedly caused their aircraft to be inoperative for long periods of time. This problem has also resulted in the delay of delivery of our A320 and A321neo aircraft. We cannot assure you when such problems will be resolved by P&W.

Since the third quarter of 2023, we are subject to the removal of certain GTF P&W engines for preventive accelerated inspections. Consequently, the Company's GTF engines are being reviewed to ensure compliance with these requirements. The Company currently expects each removed engine to take approximately 365 days to complete a shop visit and return to a serviceable condition and expects the number of service aircraft to rise during 2026. The engine removals, including but not limited to a reduction in capacity, could adversely impact our future operations and financial results.

We are vulnerable to cyberattacks and other cyber-incidents involving our IT Systems and Confidential Information that could materially impact our business, results of operations, and financial condition.

We rely on computer systems, hardware, software, technology infrastructure and online sites and networks for both internal and external operations that are critical to our business (collectively, "IT Systems"). We own and manage some of these IT Systems but also rely on third parties for a range of IT Systems and related products and services. And as noted above, we and certain of our third-party service providers collect, maintain, and process data about customers, employees, business partners and others, including Personal Information, as well as proprietary information belonging to our business such as trade secrets (collectively, "Confidential Information"). We face constant cybersecurity threats to the confidentiality, integrity and availability of our IT Systems and Confidential Information, which could impose material financial losses and reputational harm due to equipment failures and operational disruptions, among other things.

The continued spread, sophistication and destructiveness of cyberattacks involving critical infrastructure, particularly as remote working and automation increase, may affect our ability to operate our networks and as a result of such events, even for a limited period of time, may result in significant expenses or loss of market share to other airlines. The increasing reliance on remote work, automation, and artificial intelligence further introduces new cybersecurity risks, some of which are not yet fully understood or mitigated. Moreover, any integration of artificial intelligence in our or any service providers' operations, products or services is expected to pose new or unknown cybersecurity risks and challenges.

Cyber threats—including ransomware, computer viruses, phishing campaigns, denial-of-service attacks, and other advanced techniques used by threat actors—have grown in frequency, sophistication, and severity. Threat actors are increasingly leveraging artificial intelligence and other evolving technologies to bypass security controls, evade detection, and erase forensic evidence, making it more challenging to identify, investigate, and remediate cyber incidents. Additionally, cyber risks arise from known and unknown vulnerabilities in open-source or commercial software integrated into our IT Systems or those of our suppliers and service providers. Despite ongoing efforts to monitor, identify, and remediate security vulnerabilities, the complexity and scale of modern IT environments make it impractical to eliminate all risks. Although we maintain processes and technologies designed to detect, respond to and recover from cybersecurity incidents in a timely manner, such measures may not be sufficient to identify or mitigate all threats, particularly as threat actors continue to evolve their tactics, techniques and procedures. While we constantly experience cyber threats, attacks, and incidents (such as phishing and social engineering attacks, denial-of-service attacks, ransomware attempts, and attacks and breaches experienced by our third-party services providers), to date, no incidents have had a material impact on our operations or financial results; however, we cannot guarantee that future cyber threats and incidents will not result in material adverse effects on our operation or financial results. As a result, we may be unable to detect, investigate, remediate or recover from future attacks or incidents, or to avoid a material adverse impact to our IT Systems, Confidential Information or business.

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Additionally, there can be no assurance that our cybersecurity risk management framework—including governance practices, security protocols, and response procedures—will be effective or complied with across all areas of our operations. Our cybersecurity risk management program is integrated into our overall enterprise risk management framework and is designed to protect the confidentiality, integrity and availability of our IT Systems and Information. A successful cyber-attack or security breach could result in material adverse effect in our financial results and operations, including increased remediation and restoration costs, and cybersecurity expenses, regulatory investigations, litigation (including class action lawsuits), reputational damage, lost revenues from business disruption, and potential loss of customers and business partners. Furthermore, unauthorized access to sensitive information—such as financial data, payment details, or employee and customer Confidential Information—could undermine consumer and investor confidence and lead to significant regulatory penalties or contractual liabilities that materially impact our financial condition. We also have acquired and will likely continue to acquire services of companies with potential cybersecurity vulnerabilities or unsophisticated security measures, which exposes us to significant integration-related cybersecurity risks. Finally, we cannot guarantee that any costs and liabilities incurred in relation to an attack or incident will be covered by our existing insurance policies or that applicable insurance will be available to us in the future on economically reasonable terms or at all.

We use AI Technologies in our business, and the deployment, use and maintenance of these technologies involve technological and legal risks.

We use artificial intelligence, machine learning and generative AI technologies (collectively, "AI Technologies") in our business and continue to invest in this area. For example, we use AI Technologies to power "Vane", our customer support chatbot, which is designed to assist customers with topics such as upcoming travel, reservations and general travel policy inquiries. We are also exploring additional applications of AI Technologies across our operations, including customer service enhancements, demand forecasting, and internal process automation.

The development, deployment and ongoing operation of AI Technologies may expose us to a variety of risks. These include risks related to data privacy and protection, cybersecurity, intellectual property rights, regulatory compliance, and evolving legal frameworks governing artificial intelligence. AI systems, particularly generative AI systems, may produce illegal, infringing, inaccurate, misleading, incomplete, defamatory, biased, or otherwise harmful outputs, or outputs that are inconsistent with our policies or customer expectations. Such outputs could result in customer dissatisfaction, reputational harm, regulatory scrutiny, litigation exposure or other adverse consequences.

As with many technological innovations, there are significant risks involved in developing, maintaining and deploying these technologies and there can be no assurance that the usage of or our investments in such technologies will always enhance our products or services or be beneficial to our business, including our efficiency or profitability. If we are unable to effectively manage these risks, or if our AI Technologies fail to perform as intended, our business, financial condition, results of operations and reputation could

be adversely affected.

In particular, if the models underlying the AI Technologies we use are: incorrectly designed or implemented; trained or reliant on incomplete, inadequate, uncategorized, inaccurate, biased or otherwise poor quality data; used without sufficient oversight and governance to ensure their responsible use; and/or adversely impacted by unforeseen defects, technical challenges, cybersecurity threats or material performance issues, the performance of our business, as well as our reputation, could suffer or we could incur liability resulting from the violation of laws or contracts to which we are a party or civil claims. We maintain governance processes designed to oversee the development, deployment and use of AI Technologies; however, such processes may not be sufficient to prevent unintended outcomes, operational disruptions, regulatory non-compliance or other adverse effects.

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We use AI Technologies licensed from third parties. If any such third-party AI Technologies become incompatible with our solutions or unavailable for use, or if the providers of such models unfavorably change the terms on which their AI Technologies are offered or terminate their relationship with us, our solutions may become less appealing to our customers and our business will be harmed. In addition, any failure or inaccuracy of such third-party AI Technologies, including failures or inaccuracies of underlying models, software, or data sources, could adversely affect the performance, reliability or availability of our AI-enabled systems. Further, to the extent any third-party AI Technologies are used as a hosted service, any disruption, security flaw, outage, or loss of information through such hosted services could disrupt our operations or solutions, damage our reputation, cause a loss of confidence in our solutions, or result in legal claims or proceedings, for which we may be unable to recover damages from the affected provider.

Moreover, the regulatory framework for AI Technologies is rapidly evolving as many federal, state and foreign government bodies and agencies have introduced or are currently considering additional laws and regulations. Additionally, existing laws and regulations may be enjoined in judicial proceedings, or may be interpreted or enforced in ways that would affect our ability to develop or deploy AI Technologies. As a result, implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot predict the impact future laws, regulations, or standards, or the market perception of their requirements, may have on our business or how we will respond to these laws or regulations.

Political, social and geopolitical events, possible changes in public policies and other risks in some of the countries where we operate, which are inherent to the operations of an international company, could have a material adverse effect on our business, financial condition, liquidity and results of operations.

We are exposed to the circumstances prevalent in the countries in which we operate. Although the majority of our revenue originates from our Mexican domestic operations, we also conduct an important part of our operations in the United States and Central and South America. For the year ended December 31, 2025, 41% of our total revenues were attributable to international operations. Like other companies with international operations, political, economic, geopolitical or social developments in the countries where we operate or elsewhere, such as elections, new governments, changes in public policy, economic circumstances, laws and/or regulations, trade policies, political agreements or disagreements, civil disturbances and a rise in violence or the perception of violence, could have a material adverse effect in the countries where we operate or on the global financial markets, and in turn on our business, financial condition, liquidity and results of operations.

A change in federal or national government or its conditions and the political party in control of the legislature in any of the countries in which we operate could result in changes to the countries' economic, political, or social conditions, and in changes to laws, regulations and public policies, which may contribute to economic uncertainty or adverse business conditions and could also materially impact our business, financial condition, liquidity and results of operations. Similarly, if no political party wins a clear majority in the legislative bodies of these countries, legislative gridlock and political and economic uncertainty may continue or result.

These and other political, economic, social and geopolitical issues have the potential to materially and adversely impact the global economy, financial markets and the overall stability of the countries and regions in which we operate and, in turn, our business, financial condition, liquidity and results of operations.

If we are unable to attract and retain qualified personnel or fail to maintain our company culture, our business, results of operations and financial condition could be harmed.

We require large numbers of pilots, flight attendants, maintenance technicians and other personnel, and our growth strategy will require us to hire, train and retain a significant number of new employees in the future. The airline industry has from time to time experienced a shortage of qualified personnel, particularly with respect to pilots and maintenance technicians. This has been particularly acute for Mexico. Retaining and recruiting people with the appropriate skills is particularly challenging as the economy in general, and the airline industry in particular, resulting in competition for the human resources necessary to operate our business successfully. We may be required to increase wages and/or benefits or to implement additional training programs in order to attract and retain qualified personnel. If we are unable to hire, train and retain qualified employees, our business could be adversely affected and we may be unable to complete our growth plans. In addition, the airline industry has, from time to time, experienced a shortage of qualified personnel and employee turnover may occur from time to time, which may not always be predictable. When we experience higher turnover, our training costs may be higher due to the significant amount of time required to train each new employee and, in particular, each new pilot. We cannot be certain that we will be able to recruit, train and retain the qualified employees that we need to replace departing employees and continue our current operations. If we are unable to hire, train and retain qualified employees, our business could be adversely affected and we may be unable to successfully complete our growth plans.

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In addition, as we hire new employees, it may be increasingly challenging to maintain our company culture. Our company culture, which is one of our competitive strengths, is important to providing high-quality customer service and having a productive, accountable workforce that helps keep our costs low. As our operations and geographic diversity continue to grow, we may be unable to identify, hire or retain enough people who meet the above criteria, including those in management or other key positions. If we fail to maintain the strength of our company culture, our business, results of operations and financial condition could be harmed.

Increased labor costs, union disputes, employee strikes, and other labor-related disruption may adversely affect our operations.

Our business is labor intensive, with labor costs representing 13%, 15%, and 16%, of our total operating expenses for the fiscal years ended December 31, 2023, 2024, and 2025, respectively. As of December 31, 2025, 72% of our workforce was represented by the general aviation union (*Sindicato de Trabajadores de la Industria Aeronaútica, Similares y Conexos de la República Mexicana-STIAS*) and thereby covered by substantially the same collective bargaining agreement entered into between us and each of our subsidiaries. The collective bargaining agreements are negotiated every two years in respect of general labor conditions and every year in connection with wages. Our current agreements with this union will expire in February 2028 with respect to salaries and benefits. On January 19, 2026, a salary review agreement was signed with the union, in accordance with the terms established in the collective bargaining agreement. This agreement stipulates a 4% salary increase, including per diem and food allowances.

The terms and conditions of our future collective bargaining agreements may be affected by the results of collective bargaining negotiations at other airlines that may have a greater ability, due to larger scale, greater efficiency or other factors, to bear higher costs than we can. We cannot assure you that our labor costs going forward will remain competitive because in the future our labor agreements may be amended and new agreements could have terms with higher labor costs or more onerous conditions, one or more of our competitors may significantly reduce their labor costs, thereby reducing or eliminating our comparative advantages as to one or more of such competitors, or our labor costs may increase in connection with our growth. Traditionally, the relationship between Mexican legacy carriers and their unions has been complex. We may also become subject to

additional collective bargaining agreements in the future as non-unionized workers may unionize or unionized workers may decide to join a different union. If we are unable to reach agreement with any of our unionized work groups on future negotiations regarding the terms of their collective bargaining agreements, we may be subject to work interruptions or stoppages. Any such action or other labor dispute with unionized employees (including negotiation of more onerous conditions), or the deterioration of the relationship between unions and businesses in Mexico, could disrupt our operations, reduce our profitability, or interfere with the ability of our management to focus on executing our business strategies.

Furthermore, changes in labor laws, such as the amendments to Mexican labor laws and other related regulations regarding labor subcontracting in Mexico, could adversely affect our business, results of operations and financial condition.

Our business, results of operations and financial condition could be materially adversely affected if we lose the services of our key personnel.

Our success depends to a significant extent upon the efforts and abilities of our senior management team and key financial and operating personnel. Competition for highly qualified personnel is intense, and the loss of any executive officer, senior manager or other key employee without adequate replacement or the inability to attract new qualified personnel could have a material adverse effect on our business, results of operations and financial condition. Experienced executives in the airline industry are difficult to source. We do not maintain key-man life insurance on our management team.

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Our results of operations will fluctuate.

The airline industry is by nature cyclical and seasonal, and our operating results can be expected to vary from quarter to quarter. We generally expect demand to be greater during the summer months in the northern hemisphere, in December and around Easter, which can fall either in the first or second quarter, compared to the rest of the year. We generally experience our lowest levels of passenger traffic in February, September and October. Given our high proportion of fixed costs, seasonality can affect our profitability from quarter to quarter. Demand for air travel is also affected by factors such as economic conditions, war or the threat of war, fare levels, security and health concerns and weather conditions.

In addition, we expect our quarterly operating results to fluctuate in the future based on a variety of other factors, including:

- the timing and success of our growth plans as we increase flights in existing markets and enter new markets;
- changes in fuel, security, health and insurance costs;
- increases in personnel, marketing, aircraft ownership and other operating expenses to support our anticipated growth; and
- the timing and amount of maintenance expenditures.

Due to the factors described above and others described in this annual report, quarter-to-quarter comparisons of operating results may not be good indicators of our future performance. In addition, it is possible that in any quarter our operating results could be below the expectations of investors and any published reports or analyses regarding our company. In that event, the price of the ADSs could decline, perhaps substantially.

We do not have a control group.

Since the completion of our initial public offering on September 23, 2013, we have not had a control group and corporate decisions requiring shareholder approval, such as the election of a majority of the board of directors, are made by the majority of our Series A shareholders, which shares are required to be owned by Mexican nationals. We do not have a control group because holders of ADSs and CPOs do not have voting rights, and the CPOs and ADSs are voted by the CPO trustee in the same manner as the majority of the holders of Series A shares that are not represented by CPOs or ADSs. Thus, there are no large groups holding a large block. Furthermore, it is unlikely that a significant block of shareholders will form in the future because no person or group of persons is permitted to acquire more than 5% of our outstanding capital stock without our board of directors' consent. As a result, a shareholder or shareholders of a very small number of Series A shares could determine the outcome of any shareholder vote without being a control group.

We are a holding company and do not have any material assets other than the shares of our subsidiaries and our trademarks.

We are a holding company and conduct our operations through a series of operating subsidiaries. We support these operating subsidiaries with technical and administrative services through various other subsidiaries. All of the assets we use to perform administrative and technical services and to operate the concessions and authorizations are held at the subsidiary level. As a result, we do not have any material assets other than the shares of our subsidiaries and our trademarks. Dividends or payments that we may be required to make will be subject to the availability of cash provided by our subsidiaries. Transfers of cash from our subsidiaries to us may be further limited by corporate and legal requirements, or by the terms of the agreements governing our indebtedness. If a shareholder were to assert a claim against us, the enforcement of any related judgment would be limited to our available assets, rather than our assets and our combined subsidiaries.

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Changes in accounting standards could impact our reported earnings.

The accounting standard setters and other regulatory bodies periodically change the financial accounting and reporting standards that govern the preparation of our consolidated financial statements. Any change made to accounting standards can materially impact how we record and report our financial condition and results of operations. In some cases, we could be required to apply a new or revised standard retroactively, resulting in the restatement of prior period financial statements.

We qualify as a foreign private issuer ("FPI") within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to United States domestic public companies.

Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including: (i) the rules under the Exchange Act requiring the filing of quarterly reports on Form 10-Q or current reports on Form 8-K with the SEC; (ii) the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act; (iii) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and (iv) the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We are required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we currently publish our results through press releases. Press releases relating to financial results and material events are also furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC is less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. Accordingly, if you hold our securities, you may receive less or different information about us, and at different times, than that you would receive about a U.S. domestic public company.

We could lose our status as a foreign private issuer under current SEC rules and regulations if more than 50% of our outstanding voting securities become directly or indirectly held of record by U.S. Holders and any one of the following is true: (i) the majority of our directors or executive officers are U.S. citizens or residents; (ii) more than 50% of our assets are located in the United States; or (iii) our business is administered principally in the United States.

Also, in June 2025 the SEC issued a concept release soliciting public comment on potential changes to the definition of a FPI. This release is the first review of the FPI framework since 2008, and the SEC is considering revisions that could significantly impact which foreign companies qualify for the more-relaxed U.S. reporting requirements afforded to FPIs. The concept release outlines several potential approaches to revising the FPI definition, including updating existing eligibility criteria, adding foreign trading volume requirements, and incorporating an assessment of foreign regulation. If we lose our status as a foreign private issuer in the future, we will no longer be exempt from the rules described above and, among other things, will be required to file periodic reports and annual and quarterly financial statements as if we were a company incorporated in the United States. If this were to happen, we would likely incur substantial costs in fulfilling these additional regulatory requirements and members of our management would likely have to divert time and resources from other responsibilities to ensuring these additional regulatory requirements are fulfilled.

Risks related to our securities and the ADSs

The trading prices for the ADSs and our Series A shares may fluctuate significantly.

Future trading prices of the ADSs or Series A shares may be volatile, and could be subject to wide fluctuations in response to various factors, including:

- changes in the market valuation of companies that provide similar services;
- economic, regulatory, political and market conditions in Mexico, the United States and other countries;
- industry conditions or trends;

- availability of routes and airport space;
- the introduction of new services by us or by our competitors;
- real or perceived health and safety standards in air travel and related services;
- our historical and anticipated quarterly and annual operating results;
- variations between our actual or anticipated results and analyst and investor expectations;
- announcements by us or others and developments affecting our business;
- changes in technology affecting our aircraft;
- announcements, results or actions taken by our competitors;
- investors' perceptions of us or the services we provide;
- changes in financial or economic estimates by securities analysts;
- our announcement of significant transactions or capital commitments, including our announcement in December 2025 regarding the Proposed Transaction;
- currency devaluations and imposition of capital controls;
- additions or departures of key management;
- future sales of the ADSs and Series A shares;
- strategic actions by us or our competitors, such as acquisitions or restructurings;
- accidents, health concerns, pandemics, and other events affecting airline operations;
- media reports and publications about the safety of our aircraft or the aircraft type we operate;
- changes in the price of fuel;
- announcements concerning the availability and reliability of the type of aircraft or engines we use;
- changes in government trade policies, including the imposition of tariffs;
- the impact of geopolitical tensions and international conflicts, including the military conflict occurring in the Middle East, on the global economy, inflation, fuel prices, operating costs and our business;
- changes in financial estimates or recommendations by securities analysts or failure to meet analysts' performance expectations; or
- sales of our common stock or other actions by investors with significant shareholdings.

Many of these factors are beyond our control. Broad market and industry factors could materially and adversely affect the market price of the ADSs and Series A shares, regardless of our actual operating performance.

The stock markets in general have experienced substantial volatility that has often been unrelated to the operating performance of particular companies. These types of broad market fluctuations may adversely affect the trading price of our Series A shares and ADSs. In the past, stockholders have sometimes instituted securities class action litigation against companies following periods of volatility in the market price of their securities. Any such litigation against us could result in substantial costs, divert management's attention and resources, and harm our business or results of operations.

The relatively low liquidity and high volatility of the Mexican securities market may cause trading prices and volumes of our Series A shares and the ADSs to fluctuate significantly.

The Mexican Stock Exchange is one of Latin America's largest exchanges in terms of aggregate market capitalization of the companies listed therein, but it remains relatively illiquid and volatile compared to other major foreign stock markets. Although the public participates in the trading of securities on the Mexican Stock Exchange, a substantial portion of trading activity on the Mexican Stock Exchange is conducted by or on behalf of large institutional investors. The trading volume for securities issued by emerging market companies, as Mexican companies, tends to be generally lower than the trading volume of securities issued by companies in more developed countries. These market characteristics may limit the ability of a holder of our Series A shares to sell its Series A shares at the desired time or at the desired prices and may also adversely affect the market price of the Series A shares and, as a result, the market price of our ADSs.

If securities or industry analysts do not publish research or reports about our business, or publish negative reports about our business, our share price and trading volume could decline.

The trading market price for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrade our stock or publish inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, demand for our stock could decrease, which might cause the stock price and trading volume of both our shares or our ADSs to decline.

If we issue additional equity securities in the future, shareholders may suffer dilution, and trading prices for our securities may decline.

In connection with our business strategy of expanding through acquisitions, we may finance corporate needs and expenditures, or future transactions, by issuing additional capital stock. Any such issuances of capital stock would result in the dilution of proportional interest of existing shareholders' ownership stake. In addition, future issuances of our equity securities or sales by our shareholders or management, or the announcement that we or they intend to make such an issuance or sale, could result in a decrease in the market price of the ADSs and Series A shares. There can be no assurance that such fluctuations will not adversely affect the value of the investment of holders of our shares or our ADSs. See "Risks Related to the Proposed Transaction—The issuance of Volaris Shares to Viva stockholders in the Proposed Transaction will substantially reduce the percentage ownership interests of Volaris stockholders" for more information

Provisions of Mexican law and our by-laws make a takeover more difficult, which may impede the ability of holders of Series A shares or ADSs to benefit from a change in control or to change our management and board of directors.

Provisions of Mexican law and our by-laws may make it difficult and costly for a third party to pursue a tender offer or other takeover attempt resulting in a change of control. Holders of ADSs may desire to participate in one of these transactions but may not have an opportunity to do so. For example, our by-laws contain provisions which, among other things, require board approval prior to any person or group of persons acquiring, directly or indirectly, (i) 5% or more of our shares (whether directly or by acquiring ADSs or CPOs), or (ii) 20% or more of our shares (whether directly or by acquiring ADSs or CPOs) and in the case of this item (ii) if such approval is obtained, require the acquiring person to make a tender offer to purchase 100% of our shares and CPOs (or other securities that represent them) at a substantial premium over the market price of our shares to be determined by the board of directors, based upon the advice of an independent financial advisor.

With the adopted restated by-laws and the issuance of the resolution by which the board of governors (*Junta de Gobierno*) of the CNBV exempts certain shareholders of Viva from conducting a tender offer in connection with the Proposed Transaction, among other conditions to the Closing of the Proposed Transaction pursuant to the business combination agreement, the Proposed Transaction will not require any additional action under the aforementioned provisions of the LMV and our by-laws relating to change of control.

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These provisions could substantially impede the ability of a third party to control us, and be detrimental to shareholders desiring to benefit from any change of control premium paid on the sale of the company in connection with a tender offer. See Item 10: "Additional Information—Memorandum and Articles of Association—Overview—Change of Control Provisions" and "Additional Information—Memorandum and Articles of Association—Overview—Voting Rights."

Substantial sales of the ADSs or Series A shares could cause the price of the ADSs or Series A shares to decrease.

We may finance future corporate needs and expenditures by using shares of Series A common stock, to be evidenced by Series A shares, CPOs or ADSs. Any such issuances of such shares could result in a dilution of your ownership stake or a decrease in the market price of the ADSs or the Series A shares. In addition, our principal shareholders are entitled to rights with respect to registration of their shares under the Securities Act, pursuant to the registration rights agreement we have on file with the SEC. See Item 7: "Major Shareholders and related Party Transactions—Major Shareholders." For example, we have previously registered offerings of equity securities pursuant to registration statements filed with the SEC, in connection with which securities issued in such offerings become eligible for trading in the public market. In addition, we expect to issue approximately 1,078,528,426 combined company Series A shares (or the equivalent thereof in combined company ADSs or combined company Series B shares for non-Mexican qualified holders) to Viva shareholders in connection with the Proposed Transaction. See Item 4: "Information on the Company—Proposed Transaction with Viva." The ability of Viva shareholders to sell such combined company securities following the consummation of the Proposed Transaction is subject to a number of contractual restrictions. Nevertheless, substantial sales of our ADSs or Series A shares, including sales of securities issued in connection with the Proposed Transaction or the perception that such sales could occur, could cause the price of our ADSs or Series A shares to decrease.

Non-Mexican investors may not hold our Series A shares directly and must have them held in a CPO trust, which releases CPOs underlying Series A shares, at all times.

Each ADS represents ten CPOs and each CPO represents a financial interest in one Series A share. Non-Mexican investors in the ADSs may not directly hold the underlying Series A shares, but may hold them only indirectly through CPOs issued and released by a Mexican bank as trustee under the CPO trust or ADSs evidencing CPOs. Upon expiration of the 50-year term of our CPO trust agreement, the underlying Series A shares must be placed in a new trust similar to the current CPO trust for non-Mexican investors to hold an economic interest (but no voting rights) in such Series A shares, or be sold to third parties or be delivered to non-Mexican holders to the extent then permitted by applicable law (not currently permitted).

We cannot assure you that a new trust similar to the CPO trust will be created if the current CPO trust terminates, or that, if necessary, the Series A shares represented by the CPOs will be sold at an adequate price, or that Mexican law will be amended to permit the transfer of Series A shares to non-Mexican holders in the event that the trust is terminated. In that event, unless Mexican law has changed to permit non-Mexican investors to hold our shares directly, non-Mexican holders may be required to cause all of the Series A shares represented by the CPOs to be sold to a Mexican individual or corporation.

We have obtained authorization from the Mexican Ministry of Economy (*Secretaría de Economía*) for the issuance up to 90% of our outstanding capital stock in CPOs. Since non-Mexican investors are required to invest in CPOs in order to hold a financial interest in our capital stock, if this 90% threshold were to be met, we would be unable to obtain additional capital contributions from non-Mexican investors, or we would be required to obtain a new authorization from the Mexican Ministry of Economy (*Secretaría de Economía*) for the issuance of more than 90% of our outstanding capital stock in CPOs. We cannot assure you that we would be able to obtain such authorization.

Holders of the ADSs and CPOs have no voting rights.

Holders of the ADSs and CPOs are not entitled to vote the underlying Series A shares. As a result, holders of the ADSs and CPOs do not have any influence over the decisions made relating to our company's business or operations, nor are they protected from the results of any such corporate action taken by our holders of Series A shares.

Mexican investors determine the outcome of substantially all shareholder matters. For a more complete description of the circumstances under which holders of our securities may vote, see Item 10: "Additional Information—Memorandum and Articles of Association—Overview."

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Preemptive rights may be unavailable to non-Mexican holders of the ADSs and CPOs and, as a result, such holders may suffer dilution.

Except in certain limited circumstances, under Mexican law, if we issue new shares of common stock for cash as part of a capital increase, we must grant our shareholders the right to subscribe and pay for a sufficient number of shares to maintain their existing ownership percentage in our company. Rights to subscribe and pay for shares in these circumstances are known as preemptive rights. We may not legally be permitted to allow holders of ADSs and CPOs in the United States to exercise any preemptive rights in any future capital increase unless we file a registration statement with the SEC with respect to that future issuance of shares or the offering qualifies for an exemption from the registration requirements of the Securities Act and take certain corporate steps, including the publication of a preemptive rights notice in Mexico. Similar restrictions may apply to holders of ADSs and CPOs in other jurisdictions. We cannot assure you that we will file a registration statement with the SEC, or any other regulatory authority, to allow holders of ADSs and CPOs in the United States, or any other jurisdiction, to participate in a preemptive rights offering. At the time of any future capital increase, we will evaluate the costs and potential liabilities associated with filing a registration statement with the SEC and any other factors that we consider important to determine whether we will file such a registration statement. Under Mexican law, sales by the depositary of preemptive rights and distribution of the proceeds from such sales to you, the ADS holders, is not possible.

In addition, additional CPOs may be released only if the CPO deed permits the release of a number of CPOs sufficient to represent the shares to be issued to and held by the CPO trustee upon the exercise of preemptive rights. Because non-Mexican holders of ADSs and CPOs are not entitled to acquire direct ownership of the underlying Series A shares in respect of such ADSs and CPOs, they may not be able to exercise their preemptive rights if the CPO deed will not permit additional CPOs to be delivered in an amount sufficient to represent the shares of common stock to be issued as a result of the exercise of preemptive rights on behalf of non-Mexican ADS or CPO holders, unless the CPO deed is modified, or a new CPO deed is entered into, which permits delivery of the number of CPOs necessary to represent the shares to be subscribed and paid as a result of the exercise of such preemptive rights. Although we expect to take all measures necessary to maintain sufficient CPOs available to permit non-Mexican holders of ADSs and CPOs to exercise preemptive rights, if and when applicable, no assurances can be made that we will be able to do so, particularly because regulatory approvals in Mexico are necessary for the issuance and delivery of CPOs. As a result of the limitations described above, if we issue additional shares in the future in connection with circumstances giving rise to preemptive rights, the equity interests of holders of ADSs and CPOs may be diluted. See Item 10: "Additional Information—Memorandum and Articles of Association—Preemptive Rights."

We do not intend to pay cash dividends for the foreseeable future, and our line of credit with Banco Santander México and Bancomext may limit our ability to declare and pay dividends.

We have never declared or paid cash dividends on our common stock. We currently intend to retain our future earnings, if any, to finance the further development and expansion of our business and do not intend to pay cash dividends in the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors, will require the approval of our general shareholders meeting, may only be paid if losses for prior fiscal years have been paid and if shareholders have approved the net income from which the dividends are paid and legal reserves have been created to the required levels, and will depend on our financial condition, results of operations, capital requirements, restrictions contained in current or future financing instruments and such other factors as our board of directors deems relevant.

In addition, our line of credit with Banco Santander México ("Santander") and Banco Nacional de Comercio Exterior, S.N.C. ("Bancomext"), may limit our ability to declare and pay dividends in the event that we fail to comply with the payment terms thereunder. See Item 5: "Operating and Financial Review and Prospects—Liquidity and Capital Resources—Loan Agreements" and Item 8: "Financial Information—Consolidated Statements and Other Financial Information—Dividend Policy."

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Minority shareholders may be less able to enforce their rights against us, our directors, or our majority shareholders in Mexico.

Under Mexican law, the protections afforded to minority shareholders are different from those afforded to minority shareholders in the United States. For example, because Mexican laws concerning fiduciary duties of directors (*i.e.*, the duty of care and the duty of loyalty, the only duties recognized under Mexican law) have been in existence for a relatively short period of time and the laws concerning such duties are not as developed as the laws in the United States, it is more difficult for minority shareholders to bring an action for breach of fiduciary duties in Mexico as compared to the United States. Also, such actions may not be initiated as a direct action, but as a shareholder derivative suit (that is for the benefit of our company and not the initiating shareholder). The grounds for shareholder derivative actions under Mexican law are limited. Even though applicable law has been modified to permit shareholder derivative actions, and procedures for class action lawsuits have been adopted in Mexico, there is very limited precedent with regards to such class action lawsuits and how procedures for such suits are followed in Mexico. Therefore, it will be much more difficult for our minority shareholders to enforce their rights against us, our directors, or our majority shareholders than it would be for minority shareholders of a U.S. company.

Mexico has different corporate disclosure and accounting standards than those in the United States and other countries.

A principal objective of the securities laws of the United States, Mexico and other countries is to promote full and fair disclosure of all material corporate information, including accounting information. However, there may be different or less publicly available information about issuers of securities in Mexico than is regularly made available by public companies in countries with highly developed capital markets, including the United States.

Our interest rate expense for any particular period will fluctuate based on SOFR and TIIE.

As of December 31, 2023, 2024 and 2025, all our US dollar financing facilities at floating rate are referenced to SOFR.

A portion of our long-term indebtedness/derivative instruments bear interest at fluctuating interest rates, which may be based on the Secured Overnight Financing Rate, SOFR, and the *Tasa de Interés Interbanciaria de Equilibrio*, TIIE. SOFR is a broad measure of the cost of borrowing cash overnight collateralized by Treasury securities. TIIE is determined by the Mexican Central Bank (*Banco de México*) based on quotes presented by credit institutions. We have not hedged our interest rate exposure with respect to our floating rate debt, except for interest rate caps for our TIIE referenced debt. Accordingly, our interest expense for any period will fluctuate based on SOFR and TIIE. To the extent the interest rates applicable to our floating rate debt increase, our expenses may increase accordingly. As a result, our available cash flow for general corporate purposes may be impacted. As of December 31, 2025, a portion of our U.S. dollar-denominated credit facilities bear interest based on SOFR. See Item 11: "Quantitative and Qualitative Disclosure about Market Risk—Interest Rates."

If we are classified as a "passive foreign investment company" ("PFIC"), holders of our ADSs subject to U.S. federal income taxation may realize adverse tax consequences.

We would be classified as a PFIC for any taxable year if, after the application of certain look-through rules with respect to the income and assets of our subsidiaries, either: (1) 75% or more of our gross income for such taxable year is "passive income" (as defined in the relevant provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code")), or (2) 50% or more of the average quarterly value of our assets (which may be determined in part by our market capitalization, which is subject to change) is attributable to assets that produce or are held for the production of passive income. For this purpose, passive income includes, subject to certain exceptions, dividends, interest, royalties, rents, annuities, gains from commodities and securities transactions, net gains from the sale or exchange of property producing such passive income, net foreign currency gains and amounts derived by reason of the temporary investment of funds. In addition, cash and other assets readily convertible into cash are generally categorized as passive assets.

The PFIC rules also contain a look-through rule whereby we will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, 25 percent or more (by value) of the stock. Based on the market price of our ADSs and the composition of our income, assets and operations, we do not believe that we were classified as a PFIC for the taxable year ended December 31, 2025. However, this is a factual determination that must be made annually after the close of each taxable year. Therefore, there can be no assurance that we will not be classified as a PFIC for the current taxable year or for any future taxable year. Certain adverse U.S. federal income tax consequences could apply to a U.S. Holder (as discussed in more detail in "Taxation—Material U.S. Federal Income Tax Consequences") if we are treated as a PFIC for any taxable year during which a U.S. Holder holds our ADSs.

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Risks related to Proposed Transaction

The issuance of Volaris shares to Viva shareholders in the Proposed Transaction will substantially reduce the percentage ownership interests of Volaris stockholders.

If the Proposed Transaction is completed, it is expected that, on a fully diluted basis, approximately 1,078,528,426 combined company Series A shares (or the equivalent thereof in combined company ADSs or combined company Series B shares for non-Mexican qualified holders) will be issued to Viva shareholders. See Item 4: "Information on the Company— Proposed Transaction with Viva."

Following the completion of the Proposed Transaction, existing Volaris stockholders are expected to own approximately 50% of the outstanding capital stock of Volaris, and former Viva shareholders are expected to own approximately 48% of the outstanding capital stock of Volaris (with approximately 2% of the outstanding capital stock of Volaris held in treasury to support the potential conversion of certain legacy convertible notes of Viva that will be assumed by the combined company in connection with the merger).

The issuance of Volaris shares to Viva shareholders in the Proposed Transaction will cause a significant reduction in the relative percentage ownership interest of the current stockholders of Volaris in earnings, voting, liquidation value and book and market value.

The Proposed Transaction could affect the market price of our shares and ADSs.

If and when the Proposed Transaction becomes effective, Viva will cease to exist as the non-surviving entity and its shares will be cancelled, while we, as the continuing and surviving entity, will increase our capital stock in accordance with the terms set forth in the Business Combination Agreement. The purpose of such capital increase will be to reflect, for accounting purposes, the incorporation of Viva's equity into Volaris and will not imply the issuance of shares to be offered to the investing public nor will it modify the ownership interests of our current shareholders beyond (i) the dilution that they will suffer due to the issuance of the additional shares derived from the capital increase and (ii) the issuance of Volaris Class II Shares, Series B-1 and Series B-2, respectively, which will be issued exclusively to certain specified shareholders of Volaris (through the conversion, on a share-by-share basis, of a portion of the underlying Volaris ordinary shares into ADSs and the resulting cancellation of such ADSs and the CPOs representing them).

Notwithstanding the foregoing, the implementation of the Proposed Transaction could be perceived negatively by some investors or generate uncertainty as to its corporate, operational or financial effects. Consequently, the market price of our shares and ADSs could experience fluctuations, which there can be no assurance will be positive. Such fluctuations could cause investors to lose some or all of their investment in our shares and ADSs.

We are subject to business uncertainties and contractual restrictions while the Proposed Transaction is pending, which could adversely affect our business and operations.

Due to ongoing uncertainty about the Proposed Transaction, it is possible that some customers, suppliers and other persons with whom we have a business relationship may delay or defer certain business decisions or might decide to seek to terminate, change or renegotiate their relationships with us, which could negatively affect our revenue, as well as the market price of our shares and ADSs, regardless of whether the Proposed Transaction is completed.

Under the terms of the business combination agreement, we are subject to certain restrictions on the conduct of our business prior to completing the Proposed Transaction, which may adversely affect our ability to execute certain of our business strategies. Such limitations could negatively affect our business and operations prior to the completion of the Proposed Transaction.

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The Proposed Transaction is subject to the satisfaction of certain closing conditions, some or all of which may not be satisfied or completed within the expected timeframe, if at all.

Completion of the Proposed Transaction is subject to a number of closing conditions, including: (i) the approval of Mexico's National Foreign Investment Commission (*Comisión Nacional de Inversiones Extranjeras*); (ii) certain antitrust approvals, including the expiration or early termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act, the authorization of the National Antitrust Commission (*Comisión Nacional Antimonopolio)* (Mexico), and the authorization of Civil Aeronautic Special Unit (*Unidad Administrativa Especial de Aeronáutica Civil de Colombia)* (Colombia); (iii) the CNBV shall have approved a request to update the registration of Volaris shares in the RNV and register the Volaris shares to be issued in connection with the Proposed Transaction; and (iv) the resolution of the board of governors of the CNBV exempting certain Viva shareholders from the obligation to conduct a tender offer in connection with the Merger.

No assurance can be provided that all required consents and approvals will be obtained or that all closing conditions will otherwise be satisfied (or waived, if applicable), and, even if all required consents and approvals can be obtained and all closing conditions are satisfied (or waived, if applicable), no assurance can be provided as to the terms, conditions and timing of such consents and approvals or the timing of the completion of the Proposed Transaction. Many of the conditions to completion of the Proposed Transaction are not within our control, and we cannot predict when or if these conditions will be satisfied (or waived, if applicable). Any adverse consequence of the Proposed Transaction could be exacerbated by any delays in completion of the Proposed Transaction or termination of the business combination agreement.

Failure to successfully integrate our businesses and Viva's business in the expected timeframe may adversely affect the combined company's future results.

We entered into the business combination agreement with Viva with the expectation that the Proposed Transaction will result in various benefits, including certain cost savings and operational efficiencies or synergies. To realize these anticipated benefits, our business and Viva's business must be successfully integrated. Historically, we and Viva have been independent companies, and we will continue to be operated as such until the completion of the Proposed Transaction.

The integration may be complex and time consuming and may require substantial resources and effort. The management of the combined company may face significant challenges in consolidating our operations and Viva's operations, integrating the two companies' technologies, procedures, and policies, as well as addressing the different corporate cultures of the two companies. If the companies are not successfully integrated, the anticipated benefits of the Proposed Transaction may not be realized fully or at all, or may take longer to realize than expected.

Opposition by creditors to the merger.

Any creditor with a legal interest may initiate legal proceedings before the Mexican courts to oppose the Proposed Transaction. In connection with such opposition, the merger may be temporarily suspended if the party initiating the proceeding guarantees by means of a bond the damages that could be caused to us as a result of the opposition.

The temporary suspension may continue until there is a judicial resolution that the opposition is unfounded, or when an agreement is reached between the opposing party and us. After such period has elapsed, no creditor may oppose the merger.

The legal grounds on which it is possible to oppose a merger, and the measures that a court may impose if such opposition is sustained, are not specified in Mexican corporate law and there is no case law on the subject. We cannot anticipate whether anyone will oppose the merger or, if so, what criteria the Mexican courts will follow in conducting the opposition, what steps will be taken in the conduct of the proceeding or what measures will be imposed.

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If the Proposed Transaction is not completed, we will have incurred substantial costs that may adversely affect our financial results and operations and the market price of our shares and ADSs.

If the Proposed Transaction is not completed, the price of our shares and ADSs may decline to the extent that the current market price of our shares and ADSs reflects a market assumption that the Proposed Transaction will be completed. We and Viva have incurred and will continue to incur substantial costs in connection with the Proposed Transaction, primarily those related to accounting, tax, legal and other professional services. In addition, we have diverted significant management resources in an effort to complete the Proposed Transaction and are subject to restrictions contained in the business combination agreement on the conduct of our business during the pendency of the Proposed Transaction. If the Proposed Transaction is not completed, we will have received little or no benefit in respect of such costs incurred. Further, if the Proposed Transaction is not completed, we may experience negative reactions from the financial markets and from our suppliers, customers and employees, and, in certain cases, we could incur additional break-up fees pursuant to the business combination agreement relating to the Proposed Transaction. Each of these factors may adversely affect the trading price of our shares and ADSs and our financial results and operations.

We may face difficulties in financing our operations and investments after the Proposed Transaction, which could have an adverse impact on our business and results.

We may need to issue debt or additional equity to fund working capital and capital expenditures or make acquisitions and other investments after the Proposed Transaction. There can be no assurance that debt or equity financing will be available to us on acceptable or absolute terms. If we are unable to obtain sufficient financing on acceptable terms, our financial condition and results of operations could be adversely affected.

We are primarily a holding company and are dependent on the operating results of our subsidiaries and joint ventures.

We depend primarily on the operating results of our subsidiaries and, upon consummation of the Proposed Transaction, will also depend on the operating results of Viva's subsidiaries that will become our subsidiaries as a result of the Proposed Transaction. Each of our subsidiaries (and each of Viva's subsidiaries) is a separate legal entity and in some cases our ability to receive cash from them is subject to legal and contractual restrictions. Our ability to pay dividends and meet our debt payments and other obligations depends primarily on the cash flow generated by our subsidiaries (including Viva's subsidiaries that will become our subsidiaries upon consummation of the Proposed Transaction) and on their ability to make cash available to us in the form of interest payments, debt payments or dividends, among other ways. Each of the aforementioned subsidiaries is a separate legal entity and, under certain circumstances, has legal, tax and contractual restrictions that could limit our ability to make cash available to us.

Except for the credit facility with Santander and Bancomext, in which we are a guarantor, which could limit our ability to declare and pay dividends in the event of a default under such facility, neither we nor any of our subsidiaries have relevant contractual limitations to pay principal, interest and dividends, and any financial or other agreement in the future imposing such limitations could affect our ability to pay our own expenses and debts.

In addition, we are a holding company with no tangible assets of our own, as all assets relevant to the provision of administrative and technical services, as well as those used to operate concessions, licenses and authorizations, are held through our subsidiaries. As a consequence, we depend almost exclusively on the value of the shares of our subsidiaries and our brands as our main assets at the controlling level. In this regard, any payment obligations assumed by us, including dividends or payments derived from financing, will be subject to the availability of cash in our subsidiaries and the existence of sufficient cash flows that can be legally and contractually transferred to us. Such transfers may be limited by corporate or legal requirements, as well as by the terms of the agreements governing our debt or our subsidiaries' debt.

As a primarily holding company, our ability to satisfy our payment obligations to our creditors depends on the payments we receive from our subsidiaries and our ability to participate in the distribution of their income. In some cases, our right, and therefore the right of our creditors, to participate in our subsidiaries' revenue sharing may be effectively subordinated to the payment obligations of certain creditors of our subsidiaries under applicable contracts and law.

Any adverse change in the financial condition or results of operations of our subsidiaries could have a material adverse effect on our business, financial condition, results of operations, cash flows and prospects, as well as on the market price of our shares and ADSs.

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If the Proposed Transaction is not consummated for any reason, we and Viva will continue to operate, compete and exist as separate entities.

In the event that the Proposed Transaction cannot be consummated for any reason, we and Viva would continue to operate as separate companies, maintaining separate corporate structures, business models, asset bases, administrative systems and contractual obligations, and competing with each other. In this scenario, the expected benefits of the corporate integration envisioned in the Proposed Transaction, including operating efficiencies, structural simplification, equity consolidation and corporate governance alignment proposed for us as of the Closing, would not materialize.

In addition, the failure to complete the Closing could create market uncertainty, affect investor and counterparty expectations, and result in additional costs associated with the unconsummated restructuring, which could adversely affect our results of operations, financial condition and prospects. Such circumstances could have an adverse effect on the market price of our shares and ADSs.

If the terms of certain legacy convertible notes of Viva and a related note purchase agreement are not amended prior to or as of the Closing, we may be required to repurchase such legacy convertible notes.

The Proposed Transaction may constitute a change of control under the terms of certain legacy convertible notes of Viva, which, if applicable, would require that we, as successor in interest to Viva, launch an offer to repurchase such legacy convertible notes in accordance with their terms.

In addition, certain terms of the legacy convertible notes of Viva may not be compatible with a company whose shares are listed on a stock exchange. Although Viva is obligated under the business combination agreement to amend the terms of such legacy convertible notes and related agreements prior to Closing, including to address any such incompatible terms, there can be no assurance that such amendments will actually be completed prior to the Closing.

Changes in applicable law may affect the obligations under the Proposed Transaction.

We and Viva must comply with all applicable laws, including anti-corruption and anti-money laundering laws. Any failure to comply with these laws could result in significant penalties, damages to the parties and possible invalidity of the Proposed Transaction agreements, including the business combination agreement. In addition, any

change in applicable law could adversely affect the viability of the Proposed Transaction.

The combined post-merger value of the Volaris shares and ADSs and the Viva's shares may not be equal to the pre-merger value of both shares.

We cannot assure that the combined post-merger trading prices of our shares and ADSs and the Viva's shares will be equal to or greater than the price of such securities prior to the Proposed Transaction.

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ITEM 4 INFORMATION ON THE COMPANY

A. History and Development of the Company

We were founded on October 27, 2005 under the name Controladora Vuela Compañía de Aviación, S.A. de C.V. by Blue Sky Investments, S.à r.l., Discovery Air Investments, L.P., Corporativo Vasco de Quiroga, S.A. de C.V. and Sinca Inbursa, S.A. de C.V., Sociedad de Inversión de Capitales.

On July 16, 2010, we became a variable capital investment promotion stock corporation (*sociedad anónima promotora de inversión de capital variable*). In June 2013, we became a variable capital public stock corporation (*sociedad anónima bursátil de capital variable*), under the name Controladora Vuela Compañía de Aviación, S.A.B. de C.V. See Item 9: "The Offer and Listing—Markets—The Mexican Stock Market—Mexican Securities Market Law" for a description of the differences between these two forms of legal entities.

On September 23, 2013, we and certain of our shareholders completed a dual-listing initial public offering on the NYSE and the Mexican Stock Exchange. We raised approximately U.S. $207.7 million of gross proceeds from the global offering of 173,076,910 Series A shares, consisting of (i) an offering of Series A shares in Mexico and (ii) a concurrent international offering of CPOs in the form of ADSs in the United States and other countries outside of Mexico, at a public offering price of U.S. $1.20 dollars per share or U.S. $12.00 per ADS. Each ADS represents ten CPOs and each CPO represents a financial interest in one of our Series A shares. The Series A shares were listed on the Mexican Stock Exchange under the trading symbol "VOLAR" and the ADSs were listed on NYSE under the trading symbol "VLRS." The Series A shares and ADSs began trading on September 18, 2013.

On December 11, 2020, pursuant to our shelf registration statement on Form F-3 and the pre-effective Amendment No. 1 to Form F-3 filed with the SEC, we sold 134,000,000 CPOs in the form of ADSs at a price to the public of U.S. $11.25 per ADS in the United States and other countries outside of Mexico. In connection with that offering, the underwriters also exercised their option in full to purchase 20,100,000 additional CPOs in the form of ADSs, for a total offering of 154,100,000 CPOs in the form of ADSs.

Overview

We are a ULCC incorporated under the laws of Mexico. Our primary corporate offices and headquarters are located in Mexico City at Av. Antonio Dovalí Jaime No. 70, 13th Floor, Tower B, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, Mexico City, Mexico, zip code 01210. Our authorized representative agent in the United States is Puglisi & Associates, located at 850 Library Avenue, Suite 204, Newark, Delaware 19711. Our agent for service in the United States is Corporation Services Company, 1090 Vermont Avenue NW, Suite 430, Washington, DC 20005. Our telephone number is +52-55-5261-6400.

Since we began operations in 2006, we have increased our routes from five to more than 220 and grown our cost-efficient Airbus A320 family aircraft from four to 155 as of December 31, 2025. We currently operate up to 550 average daily flight segments on routes that connect 44 cities in Mexico, 22 cities in the United States, four cities in Central America and two cities in South America.

We have substantial market presence in the top airports in Mexico (based on number of passengers): Cancun, Guadalajara, Mexico City, and Tijuana. The main U.S. cities we currently serve are home to some of the most populous Mexican and Hispanic communities in the United States based on data from the Pew Hispanic Research Center.

Additionally, our operating subsidiary in Costa Rica, Vuela Aviación, began operations on December 1, 2016, and our operating subsidiary in El Salvador, Vuela El Salvador, began operations on September 15, 2021. We seek to replicate our ultra-low-cost model in Central and South America by offering low base fares and point-to-point service in the region.

In addition, on January 16, 2018, we signed a codeshare agreement with U.S. ULCC Frontier, which started operations on August 23, 2018. We expect this agreement and collaboration, one of the first ever between ULCCs, to open additional ultra-low fare travel options between Mexico and the United States. In particular, we currently serve 22 destinations in the United States and 44 in Mexico, of which 21 coincide with Frontier destinations in both countries.

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In 2025, we entered into additional codeshare agreements with Copa Airlines, Iberia and Hainan Airlines as part of our efforts to expand our network connectivity, complementing our existing arrangement with Frontier Airlines. These agreements are intended to provide our customers with access to additional destinations.

We are one of the lowest unit cost publicly traded operators worldwide, based on CASM. In 2025, our CASM was U.S. 8.04 cents, compared to an average non-stage-length adjusted CASM of U.S. 11.12 cents for the other Latin American publicly traded airlines, including Aeroméxico, Copa, and LATAM. We also have lower costs than our U.S.-based publicly traded target market competitors, including Alaska, Allegiant, American, Delta, Frontier, JetBlue, Southwest, and United, which had an average non-stage-length adjusted CASM of U.S. 16.77 cents in 2025. With our ULCC business model, we have grown significantly while maintaining a low CASM over the last several years. We have achieved this through our efficient and uniform fleet, high asset utilization, our emphasis on direct sales and distribution and our variable, performance-based compensation structure. We have a relentless focus on low costs as part of our organizational culture, and we believe that we can further control our lower CASM by deploying additional Airbus A320neo family aircraft and leveraging our existing infrastructure to drive economies of scale. We believe that our unit cost advantage will allow us to continue stimulating market demand by lowering base fares and to increase non-passenger revenue opportunities.

Our ULCC business model and low CASM allow us to compete principally through offering low base fares to stimulate demand. We use our yield management system to set our fares in an effort to achieve appropriate yields and load factors on each route we operate. We use promotional fares to stimulate demand and price our base fares to compete with long-distance bus fares in Mexico.

During 2025, our average base fare was U.S. $42.0, and we regularly offered promotional fares as low as U.S. $0.05 (MXN $1), excluding airport fees. This reflects a pricing initiative implemented during the year, where we introduced a minimum promotional fare of MXN $1, typically available during the opening of new booking periods with extended advance purchase windows and representing the lowest fare offered during the period. In these specific promotions, the MXN $1 fare applies equally to both regular and v.club customers, while v.club members continue to receive additional discounts on other applicable fares. We have unbundled certain components of our air travel service as part of a strategy to enable our passengers to only pay for the products and services they want to use. This unbundling strategy has allowed us to significantly grow our non-passenger revenue and total revenue. We plan to continue to use low base fares to stimulate additional passenger demand, shift bus passengers to air travel and increase our load factor. In 2025, our average load factor was 84.3%, compared to an average load factor of 85.2 % for the other Latin American publicly traded airlines and 82.1% for our U.S.-based publicly

traded target market competitors. Higher load factors help us generate additional non-passenger revenue and total revenue, which in turn, allow us to further lower base fares and stimulate new demand.

In addition to offering low fares, we also aim to deliver suitable and efficient flying experience to our passengers. We strive to deliver on-time performance to our customers, with an 80.2% on-time performance rate in 2025. We believe that we have developed strong brand recognition due to our focus on delivering good value and a positive traveling experience to our customers. We believe that our corporate culture of positive "customer relationship management" has also been a key element of our success.

Proposed Transaction with Viva

On December 18, 2025, the Company and Viva entered into a business combination agreement (the "Business Combination Agreement"), pursuant to which, subject to the terms and conditions of the Business Combination Agreement, Viva will be merged with and into Volaris (the "Merger"), with Volaris continuing thereafter as the surviving entity (the "Combined Company"), in accordance with the Mexico General Corporations Law (*Ley General de Sociedades Mercantiles*) and the Mexican Securities Market Law (*Ley del Mercado de Valores*). Under the terms of the Business Combination Agreement, each issued and outstanding Viva shares as of the effective time of the Merger shall be automatically cancelled and automatically converted into the right to receive the applicable per-share merger consideration, consisting of the applicable number of Combined Company Series A Shares (in the case of Mexican Qualified Holders) or Combined Company American Depositary Shares (in the case of other holders), as specified in the Business Combination Agreement, plus any applicable cash consideration payable in lieu of fractional shares. Following the close of the Merger, the pre-Merger shareholders of Viva and Volaris will hold approximately 48% and 50% of the Combined Company's capital stock, respectively, with approximately 2% of the Combined Company's capital stock held in treasury to support the potential conversion of certain legacy convertible notes of Viva that will be assumed by the Combined Company in connection with the Merger. As of the date of this annual report, both Volaris and Viva shareholders have approved the Merger and related transactions contemplated under the Business Combination Agreement, with Volaris' shareholders approving the transaction at an Extraordinary General Shareholders' Meeting held on March 25, 2026, and Viva's shareholders having previously approved the Merger and related transactions by unanimous written resolutions. The completion of the Proposed Transaction is subject to certain closing conditions, including required regulatory approvals, which have been filed, and that are still pending as of the date of this annual report. If completed, the Proposed Transaction is expected to have a material impact on our business, results of operations and financial condition. For more information, see "Part I, Item 3D. Risk Factors—Risks Related to the Proposed Transaction," "Part I, Item 5. Operating and Financial Review and Prospects—Proposed Transaction with Viva" and "Note 1" to the consolidated financial statements contained in Part III, Item 18 of this annual report.

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Principal Capital Expenditures

For the years ended December 31, 2023, 2024, and 2025, we incurred capital expenditures of U.S. $491.1 million, U.S. $600.7 million, and U.S. $315.9 million, respectively, which included acquisitions of rotable spare parts, furniture and equipment and intangible assets. For a discussion of our capital expenditures and future projections. See Item 5: "Operating and Financial Review and Prospects—Liquidity and Capital Resources."

Mexican Regulation

Operational Regulation

Air transportation services for passengers provided on a regular basis, as opposed to charter flights and permits, are considered a public service in Mexico. To render regular air transportations services, a concession granted by the Mexican federal government is required. The legal framework of the air transportation industry in Mexico is primarily established by the Mexican Aviation Law (*Ley de Aviación Civil*) and its regulations, the Mexican Airport Law (*Ley de Aeropuertos*) and its regulations, the Mexican General Communications Ways Law (*Ley de Vias Generales de Comunicación*), and applicable Mexican Official Rules (*Normas Oficiales Mexicanas*). The main regulatory authority overseeing air transportation is the SICT, acting mainly through the AFAC.

Pursuant to the Mexican Aviation Law, the SICT, through the AFAC, is responsible and has the authority, among others, to (i) impose and conduct the policies and programs for the regulation and development of air transportation services; (ii) grant concessions and permits, oversee compliance with, and, if applicable, resolve amendments to or termination of such concessions or permits; (iii) issue the Mexican Official Rules and other administrative provisions; (iv) provide and control the air navigation services; (v) issue and enforce the safety and health rules that must be observed in air transportation services; (vi) issue certificates of registration, certificates of airworthiness, and certificates to air services providers and declare the suspension, cancellation, revalidation or revocation of such certificates; (vii) maintain and operate the Mexican Aeronautical Registry (*Registro Aéronautico Mexicano*), where aircraft and leases over aircraft are regulated; (viii) participate in the international agencies and in the negotiation of treaties; (ix) promote the development and training of the aeronautical technical staff; (x) issue and, if applicable, revalidate or cancel the licenses of the aeronautical technical staff; (xi) interpret the Mexican Aviation Law and its regulations for administrative purposes; (xii) authorize the verification visits; (xiii) appoint or, if applicable, remove the regional commanding officer and the commanding officers for airports, heliports and civil airdromes in general, and (xiv) approve flight plans.

The AFAC primarily oversees and verifies compliance by the concessionaires, licensees, operators and airline services providers with the Mexican Aviation Law, its regulations, the Mexican Official Rules and any other applicable provisions.

A concession granted by the SICT is required to render domestic and regular air transportation services in Mexico. Any such concession may only be granted to Mexican entities which meet certain technical, financial, legal and administrative requirements that are deemed necessary to adequately provide services with quality, safety, and timeliness.

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Other requirements to be met to obtain a concession are (i) the availability of aircraft and aircraft equipment, which is required to comply with technical requirements of safety, airworthiness conditions and environmental conditions; (ii) the availability of hangars, repair shops and infrastructure needed for operations, as well as the availability of technical and administrative staff trained for the operation of the concession; and (iii) experience in the industry. To provide any other air transportation service in Mexico, different from domestic and regular air transportation, a permit from the SICT is required pursuant to the Mexican Aviation Law.

Concession and Permits

Through our subsidiary Volaris Opco, we hold (i) the Concession, which authorizes us to provide domestic regular passenger, cargo and mail air transportation services within Mexico, (ii) a permit for domestic charter air transportation passenger services, and (iii) a permit for international regular passenger and charter passenger air transportation services.

Our Concession was granted by the Mexican federal government through SICT on May 9, 2005. On February 24, 2020, our Concession was extended for a 20-year term starting on May 9, 2020. The Concession authorizes us to use certain aircraft and certain routes. Pursuant to the terms of the Mexican Aviation Law, our Concession, together with specific authorizations granted to us by the AFAC, allow us to provide domestic and international regular air transportation services. Pursuant to our Concession, we have to pay to the Mexican federal government certain fees arising from the services we render. The exhibits to the Concession must be updated each time a new aircraft is operated by Volaris Opco, new routes are added, or existing routes are modified. For more information regarding our aircraft and routes. See Item 4: "Information on the Company—Business Overview."

The permit for domestic charter air transportation of passengers was granted to us by the SICT on April 16, 2007. Such permit, which does not have a termination date, authorizes certain aircraft to operate and specifies, among other terms and conditions, that Volaris Opco is required to request authorization from the AFAC before carrying out any charter flight.

The permit for international charter air transportation of passengers was granted by the AFAC on June 3, 2009 for an unspecified period of time. Such permit authorizes certain aircraft to operate under such permit and indicates, among other terms and conditions, that Volaris Opco is required to request authorization from the AFAC, before carrying out any charter flight.

In order to operate our aircraft, each aircraft is required to have on board all documents and equipment required by the treaties, the Mexican Aviation Law and all applicable provisions, including its certificate of registration, its certificate of airworthiness, and its insurance policy. We believe we hold all necessary operating and airworthiness authorizations, certificates and licenses, and carry all necessary insurance policies and are operating in compliance with applicable law.

The Mexican Aviation Law provides that concessions and permits may be revoked for any of the following reasons: (i) failure to exercise rights conferred by the concessions or permits for a period exceeding 180 calendar days from the date that such concessions or permits were granted; (ii) failure to maintain in effect the insurance required pursuant to the Mexican Aviation Law; (iii) change of nationality of the holder of the concession or permit; (iv) assignment, mortgage, transfer or conveyance of concessions, permits or rights thereunder to any foreign government or foreign state; (v) assignment, mortgage, transfer or conveyance of concessions, permits or rights thereunder to any person without the approval of the SICT; (vi) applying fares different from the registered or approved fares, as applicable; (vii) interruption of the services without authorization from the SICT, except in the events of acts of God or force majeure; (viii) rendering services different to those set forth in the respective permit or concession; (ix) failure to comply with safety conditions; (x) failure to indemnify from damages arising from the services rendered and (xi) in general, failure to comply with any obligation or condition set forth in the Mexican Aviation Law, its regulations or the respective concession or permit. In the event that our Concession is revoked for any of the reasons specified above, we will not be entitled to any compensation, and we will be unable to continue to conduct our business.

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Aircraft

Pursuant to the Mexican Aviation Law and our Concession, all the aircraft used to provide our services must be registered in Mexico with the Mexican Aeronautical Registry and flagged as Mexican aircraft and, if registered in other countries, such aircraft need to be authorized to operate in Mexico. The registration with the Mexican Aeronautical Registry is granted subject to compliance with certain legal and technical requirements. All the aircraft which comprise our fleet as of the date of this annual report have been authorized by and registered with the AFAC.

We have to maintain our aircraft in airworthiness condition. The maintenance must be provided as specified in the manufacturers' maintenance manuals and pursuant to a maintenance program approved by the AFAC. The AFAC has authority to inspect our aircraft, their maintenance records and our safety procedures. Based on such inspections, the AFAC may declare an aircraft unfit to fly and in certain cases revoke our Concession.

Routes

Pursuant to the Mexican Aviation Law and our Concession, we may only provide our services on routes approved under our Concession. Any new route or change in existing routes must be approved by the AFAC. Domestic routes are subject to our Concession and the Mexican Aviation Law. Our international routes to the United States are subject to our Concession, the international routes authorization permits issued by the AFAC, the Mexican Aviation Law, the Air Transport Agreement between the United States and Mexico, dated December 18, 2015 ("US-Mexico ATA"), a permit from the DOT to allow us to operate any route into the United States, and authorization from the FAA. The US-Mexico ATA provides a legal framework for the international routes of Mexican and U.S. carriers between the United States and Mexico. Under the US-Mexico ATA, any U.S. or Mexican carrier may apply for a permit or authorization to fly between Mexico and the United States.

Fares

According to the Mexican Aviation Law, concessionaries or licensees of air transportation may freely set fares for the services provided by them on terms that permit the rendering of services in satisfactory conditions of quality, competitiveness, safety and consistency. International fares must be approved by the SICT pursuant to applicable treaties except that fares for routes to and from the United States do not require approval or registration from either the SICT or any other authority. The fares (both domestic and international) must be registered with the SICT and be permanently available to users of the services. The SICT may deny the registration of fares set by the concessionaires or licensees if such fares imply predatory or monopolistic practices, dominance in the market from a competition perspective or disloyal competition which prevents the participation in the market of other concessionaires or licensees. The SICT may also set minimum and maximum levels of fares (restricting, in that case, the ability of concessionaires and holders of licenses to freely determine rates), as applicable, for the corresponding services, to promote competition. The fares will describe clearly and explicitly the restrictions such fares are subject to and will remain valid for the time and under the conditions offered. The Mexican Aviation Law provides that in the event that the SICT considers that there is no competition among concession and permit holders, the SICT may request the opinion of the Mexican Antitrust Commission and then approve regulations governing fares that may be charged for air transportation services, thus limiting the ability of participants to freely determine rates. Such regulations will be maintained only during the existence of the conditions that resulted in the negative effects of competition.

Slots

Under Mexican Law, a "slot" is the schedule for the landing and take-off of aircraft. The regulation of the slots is provided by the Mexican Airport Law and its regulations. A slot is assigned to an operator by the airport administrator considering the recommendation of a committee of operations, for the organization and planning of the flights at the relevant airport. According to the regulations to the Mexican Airport Law, the operating rules of each airport in Mexico, must contain the guidelines for the assignment of slots. Therefore, the different airports' administrations will establish in such guidelines how slots are to be assigned considering (i) the operation schedule of the airport, (ii) safety and efficiency criteria, (iii) capacity of the services providers, (iv) schedule availability, and (v) compliance with the requirements for the assignment of the slots.

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Taking or Seizure

Pursuant to Mexican law and our Concession, the Mexican federal government may take or seize our assets temporarily or permanently, in the event of natural disasters, war, serious changes to public order or in the event of imminent danger to the national security, internal peace or the national economy. The Mexican federal government, in all cases, except in the event of international war, must indemnify us by paying the respective losses and damages at market value. See Item 3: "Key Information—Risk Factors—Under Mexican law, our assets could be taken or seized by the Mexican government under certain circumstances."

Foreign Ownership

The Mexican Foreign Investment Law (*Ley de Inversión Extranjera*) limits foreign investment in companies rendering domestic air transportation services to 49% of such companies' voting stock. This limit applies to Volaris Opco, but not to us as a holding company. We, as a holding company, must remain a Mexican-investor controlled entity, as a

means to control Volaris Opco. The acquisition of our Series A shares through the CPOs, which strips out voting rights but grants any and all economic rights, by foreign investors, is deemed neutral, from a foreign investment perspective, and is not, as a result, counted as foreign investment and is excluded from this restriction. For a discussion of the procedures we instituted to ensure compliance with these foreign ownership rules. See Item 10: "Additional Information—Memorandum and Articles of Association—Other Provisions—Foreign Investment Regulations."

Environmental Regulation

We are subject to international treaties, bilateral agreements, laws, official Mexican standards, or other regulations applicable to the aviation industry related to the protection of the environment, such as the Mexican General Law of Ecological Balance and Environmental Protection (*Ley General del Equilibrio Ecológico y la Protección al Ambiente*), the Regulation of the General Law of Ecological Balance and Environmental Protection Regarding Prevention and Control of Atmospheric Pollution (*Reglamento de la Ley General del Equilibrio Ecológico y la Protección al Ambiente en Materia de Prevención y Control de la Contaminación de la Atmósfera*), the Mexican General Law for Prevention and Handling of Wastes (*Ley General para la Prevención y Gestión Integral de los Residuos*), the Mexican National Waters Law (*Ley Nacional de Aguas*) and its regulations, and the General Law on Climate Change (*Ley del Cambio Climático*) and its regulations. Moreover, we are subject to the Official Rule NOM 036 SICT3 2000, which regulates the maximum limits of aircraft noise emissions as well as the requirements to comply with such limits. In addition, recent regulatory developments in Mexico, including the General Law of Circular Economy (*Ley General de Economía Circular*) enacted in 2026, may introduce additional requirements related to resource efficiency, waste management, and lifecycle considerations. Although the full scope and implementation of these requirements remain uncertain, they could demand changes to our operations and supply chain practices and result in increased compliance and operating costs.

On a voluntary basis, the processes of operations engineering and technical publications, empty operating weight updates, aircraft incorporation into Air Operator´s Certificate (AOC), station incorporation into AOC, flight dispatch and operational control center, crew planning, flight operations and flight operations support, administrative procedures for flight attendant organization, flight attendant mentors, emergency response management, cargo operations, ground operations, monitoring of gas emissions into the atmosphere, fuel saving program, purchase of carbon credits, environmental programs for waste management and energy management in our corporate offices (ecological offices) are certified under the Official Mexican Standards NMX-CC-9001-IMNC-2015 (ISO 9001:2015) and NMX-SAA-14001-IMNC-2015 (ISO 14001:2015). This certification is issued by NORMEX, an organization authorized to establish standards in accordance with the guidelines of the General Directorate of Standards. NORMEX is also recognized by the Mexican Accreditation Entity A.C. (*Entidad Mexicana de Acreditación (EMA), A.C.*) to conduct audits and inspections, ensuring compliance with national and international standards.

Additionally, Article 151 Bis of the Regulations of the Mexican Civil Aviation Law (*Reglamento de la Ley de Aviación Civil*) requires that every concessionaire and permit holder report to the *AFAC*, on an annual basis, the greenhouse emissions produced by the aircraft it operates, as well as the operational, technical, and economic measures required by Mexican law and the international treaties to which Mexico is a party.

Further, pursuant to the General Law on Climate Change and its regulations, we report our emissions scope 1 and scope 2 inventory in Mexico, to the National Emissions Registry (*Registro Nacional de Emisiones (RENE)*) and the Pollutant Release and Transfer Register (*Registro de emisiones y transferencias de contaminantes (RETC)*).

Civil Liability

The Mexican Aviation Law, the Warsaw Convention, as amended by the Montreal Convention, and the Mexican Federal Civil Code (*Código Civil Federal*) set forth guidelines related to the liability of an aircraft operator for damages caused to third parties during its air and ground operations, or resulting from persons or things ejected from the aircraft. Mexican courts, however, have occasionally disregarded these limitations provided by the Warsaw Convention and have awarded damages purely based on the Mexican Federal Civil Code and Mexican consumer protection regulations, resulting in awards of damages higher than those established in the Mexican Aviation Law.

Insurance

Pursuant to Article 74 of the Mexican Aviation Law and ancillary regulations, we are required to maintain insurance policies with reputable insurance companies, covering damages and/or losses for passengers, baggage, cargo and mail, as well as general third-party legal liability, for at least certain minimum amounts. Airlines must submit their insurance contracts to the SICT prior to initiating operations. For international air transport, our insurance must comply with the provisions of the applicable international treaties.

Labor Regulation

We are subject to the provisions of the Mexican Labor Law (*Ley Federal del Trabajo*) and the provisions contained in the collective bargaining agreements with *Sindicato de Trabajadores de la Industria Aeronáutica, Similares y Conexos de la República Mexicana* ("STIAS"). For more information on our relationship with such labor union and our labor collective bargaining agreements. See Item 6: "Directors, Senior Management and Employees—Employees."

U.S. and International Regulation

Operational Regulation

The airline industry is heavily regulated by the U.S. government. Two of the primary regulatory authorities overseeing air transportation in the United States are the DOT and the FAA. The DOT has jurisdiction over economic issues affecting air transportation, including but not limited to unfair or deceptive practices, unfair methods of competition, advertising and other consumer protection matters, baggage liability, and air travel by persons with disabilities. The DOT has authority to issue permits and other authorizations required for international airlines to provide air transportation to and from the United States. We hold foreign air carrier permits issued by the DOT that authorize us to engage in scheduled and charter air transportation of passengers, property and mail to and from the United States, consistent with the scope of traffic rights provided for under the air transport agreements in place between the United States and each of Mexico, Costa Rica, and El Salvador.

The FAA is responsible for regulating and overseeing matters relating to air carrier flight operations and safety, including airline operating certificates, aircraft certification and maintenance and other matters affecting air safety. The FAA requires each non-U.S. commercial airline to obtain and hold FAA operations specifications and to conduct its operations in accordance with Parts 91 and 129 of the Federal Aviation Regulations. Operations specifications authorize holders to operate at specific U.S. airports using procedures and aircraft approved by the FAA.

As of the date of this annual report, we had FAA airworthiness certificates for 45 of our aircraft (the remainder being registered with the AFAC in Mexico), we had obtained the necessary FAA authority to fly to all the cities we currently serve, and all our aircraft had been certified for over-water operations. Pilots operating and mechanics providing maintenance services on "N" or U.S.-registered aircraft require a special license issued by the FAA. We hold all necessary operating and airworthiness authorizations, certificates and licenses and operate in compliance with applicable DOT and FAA regulations.

We are also subject to the regulation of the aviation authorities of the Central and South American countries in which we currently operate. We hold all necessary

operating authorizations, certificates and licenses and are operating in compliance with applicable regulations in such Central and South American countries.

International Regulation

Our service to and from the United States is also subject to various air commerce and immigration laws and regulations, which are administered at U.S. airports by CBP, a law enforcement agency that is part of the DHS, and the requirements of equivalent governmental agencies in other countries. Like other airlines flying international routes, from time to time we may be subject to civil fines and penalties imposed by CBP for failure to comply with immigration laws or if un-manifested or illegal cargo, such as illegal narcotics, is found on our aircraft, among other issues. These fines and penalties, which in the case of narcotics are based upon the retail value of the seizure, may be substantial. We have implemented a comprehensive security program at our airports to reduce the risk of illegal cargo being placed on our aircraft, and we seek to cooperate actively with CBP and other U.S. and foreign law enforcement agencies in investigating incidents or attempts to introduce illegal cargo onto our flights.

Our flight operations are also subject to Animal and Plant Health Inspection Service ("APHIS") (an agency of the U.S. Department of Agriculture) requirements. APHIS imposes restrictions on the agricultural products that may be transported to and from the United States, how we cater our flights, and how we handle trash generated during flights landing in the United States. APHIS can impose fines and penalties for non-compliance with these requirements. We comply with all APHIS cargo requirements and regulations related to our flights.

Security Regulation

TSA was created in 2001 with the responsibility and authority to oversee the implementation, and ensure the adequacy, of security measures at airports and other transportation facilities in the United States. Since the creation of TSA, airport security has seen significant changes including enhancement of flight deck security, the expanded deployment of federal air marshals onboard flights, increased airport perimeter access security, increased airline crew security training, enhanced security screening of passengers, baggage, cargo and employees, training of security screening personnel, increased passenger and crew manifest collections and CBP transmittal requirements, expanded background checks, and additional restrictions on carry-on baggage. Funding for passenger security is provided in part by a civil aviation security fee of U.S. $5.60 per-one way trip for air transportation that originates at an airport in the United States. TSA was granted authority to impose additional fees on air carriers if necessary to cover additional federal aviation security costs. Pursuant to its authority, TSA may revise the way it assesses this fee, which could result in increased costs for passengers and/or us. We cannot predict what additional security and safety requirements may be imposed in the future or the costs or revenue impact that would be associated with complying with such requirements.

Environmental Regulation

We are subject to various federal, state, and local U.S. laws and regulations administered by numerous agencies relating to the protection of the environment and affecting matters such as aircraft engine emissions, aircraft noise emissions, and the discharge or disposal of materials and chemicals.

U.S. law recognizes the right of airport operators with special noise issues to implement local noise abatement procedures so long as those procedures do not interfere unreasonably with interstate and foreign commerce and the national air transportation system. These restrictions can include limiting nighttime operations, directing specific aircraft operational procedures during take-off and initial climb, and limiting the overall number of flights at an airport. None of the airports we serve currently restrict the number of flights (except New York's John F. Kennedy Airport, which restricts the number of flights allowed for capacity reasons, not noise abatement) or hours of operation, although it is possible one or more of such airports may do so in the future with or without advance notice.

In 2016, ICAO adopted a resolution creating CORSIA and provided a framework for a global market-based measure to stabilize CO_2 emissions in international civil aviation (*i.e.*, civil aviation flights that depart in one country and arrive in a different country). CORSIA has been implemented in phases, starting with the participation of ICAO members on a voluntary basis during a pilot phase (from 2021 through 2023), and a first phase (from 2024 through 2026), followed by an obligatory second phase (from 2027) for member states whose civil aviation CO_2 emissions exceed certain thresholds. In 2016, Mexico signed the "North American Leaders' Declaration on Climate, Clean Energy and Environment Partnership" and committed to participate in the pilot phase of CORSIA. The countries in which we operate are ICAO member states, and thus we may be affected by regulations adopted pursuant to the CORSIA framework.

Additionally, the government of Costa Rica, through Scope No. 117 in Gazette No. 116 dated June 26, 2024, issued Presidential Decree No. 44498-MOPT, titled "RAC-16 Costa Rican Aeronautical Regulation and Emission Reduction for Costa Rican Aviation." This decree formally confirms compliance with CORSIA and establishes additional environmental requirements for air operators.

The USEPA has also adopted rules implementing the ICAO aircraft engine GHG emission standards. Pursuant to the Clean Air Act, the FAA issued a final rule in February 2024 to implement these standards, introducing new fuel efficiency certification regulations. These regulations took effect in April 2024 and will apply to larger business and commercial jet aircraft with either new design types (not previously certified by the FAA) or existing design types that are in production as of January 1, 2028. While the USEPA has proposed to rescind the 2009 GHG Endangerment Finding that provides the authority for various GHG regulations under the Clean Air Act, the ultimate outcome of this proposal is uncertain and more stringent standards, or other restrictions, may also be adopted in the future.

We are committed to complying with the applicable environmental regulations in the markets where we operate. We actively monitor regulatory developments to promote timely adaptation and compliance with evolving standards, reinforcing our commitment to responsible and sustainable operations.

Other Regulations

In the United States, we are subject to certain provisions of the Communications Act of 1934, as amended, and are required to obtain an aeronautical radio license from the FCC. To the extent we are subject to FCC requirements, we take all necessary steps to comply with those requirements. We are also subject to state and local laws and regulations at locations where we operate and the regulations of various local authorities that operate the airports we serve.

Concessions and Permits

Through our subsidiaries Vuela Aviación and Vuela El Salvador, we hold concessions, which authorize us to provide regular passenger, cargo and mail air transportation services in Costa Rica and El Salvador, respectively.

The Exploitation Certificate (*Certificado de Explotación*) of Vuela Aviación was granted by the government of Costa Rica on November 9, 2016, and remains valid until December 20, 2036. The Operating Permit (*Permiso de Operación*) of Vuela El Salvador was granted by the government of El Salvador on August 23, 2021, and remains valid until May 31, 2029. For more information regarding our aircraft and routes, see Item 4: "Information on the Company—Business Overview."

Taking or Seizure in El Salvador

In accordance with Salvadoran law and Vuela El Salvador´s concession, the Salvadoran government can, temporarily or permanently, seize our assets in El Salvador, specifically when a state of emergency is declared and our assets are determined to be of national interest. A state of emergency could be declared in the event of natural disasters, war, serious disturbances of public order or of imminent danger to national security, internal peace or the national economy. The Salvadoran government must indemnify us following calculations established by law. However, such law is unclear about how compensation is determined and when it is paid.

Future Regulations

The Mexican, U.S. and other foreign governments may consider and adopt new laws, regulations, interpretations and policies regarding a wide variety of matters that could directly or indirectly affect our results of operations. We cannot predict what laws, regulations, interpretations and policies might be considered in the future, nor can we judge what impact, if any, the implementation of any of these proposals or changes might have on our business.

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Where You Can Find Other Information

Our website is www.volaris.com. The information and contents on our website are not a part of, and are not incorporated by reference into, this Annual Report. Information we furnish or file with the SEC, including our Annual Reports on Form 20-F, Reports on Form 6-K and any amendments to or exhibits included in these reports are available for download, free of charge, on our website soon after such reports are filed with or furnished to the SEC. Our SEC filings, including exhibits filed therewith, are also available at the SEC's website at www.sec.gov.

B. Business Overview

Industry

There are three primary categories of passenger airlines in the Mexican market: (i) traditional legacy network carriers, such as Grupo Aeroméxico, (ii) ultra low-cost carriers, such as Volaris and Aeroenlaces Nacionales, and (iii) regional carriers that operate exclusively in niche markets within Mexico, constituting approximately 1% of the total market share. The ULCC business model is a subset of the low-cost carrier market.

Legacy carriers offer scheduled flights to major domestic and international routes (directly or through membership in an alliance, such as Star Alliance, Oneworld and/or SkyTeam) and serve numerous smaller cities. These carriers operate mainly through a "hub-and-spoke" network route system. This system concentrates most of an airline's operations in a limited number of hub cities, serving other destinations in the system by providing one-stop or connecting service through hub airports to end destinations on the spokes. Such an arrangement permits travelers to fly from a given point of origin to more destinations without switching to another airline. Traditional legacy carriers typically have higher cost structures than low-cost carriers due to higher labor costs, flight crew and aircraft scheduling inefficiencies, concentration of operations in higher cost airports, and multiple classes of services. Other examples of legacy carriers in the Latin American market include Avianca, Copa, and LATAM.

Low-cost carriers typically fly direct, point-to-point flights, which tends to improve aircraft and crew scheduling efficiency. In addition, low-cost carriers often serve major markets through secondary, lower cost airports in the same regions as major population centers. Many low-cost carriers only provide a single-class of service, thereby increasing the number of seats on each flight and avoiding the significant and incremental cost of offering premium-class services. Finally, low-cost carriers tend to operate fleets with only one or two aircraft families at most, in order to maximize the utilization of flight crews across the fleet, improve aircraft scheduling flexibility and minimize inventory and aircraft maintenance costs. The Mexican market, which has a large population of VFR and leisure travelers, has seen demand for these low-cost carriers expand in recent years.

In recent years, many traditional legacy network carriers globally have undergone significant financial restructuring, including ceasing operations or merging and consolidating with one another. These restructurings have allowed legacy carriers to reduce high labor costs, restructure debt, modify or terminate pension plans and generally reduce their cost structure. This has resulted in improved workforce flexibility and reduced costs while simultaneously improving product offerings similar to those of other low-cost carriers. Furthermore, many of the legacy carriers have made these improvements while still maintaining their expansive route networks, alliances and frequent flier programs. One result of the restructuring of the network carriers is that the difference in the cost structures, and the competitive advantage previously enjoyed by low-cost airlines, has somewhat diminished. The ULCC business model involves, among other things, intense focus on low cost, efficient asset utilization, unbundled revenue sources aside from the basic fare with multiple products and services offered for additional fees. Globally, ULCCs business models include Allegiant and Frontier in the United States, Ryanair and Wizz in Europe, and AirAsia in Asia.

ULCCs are able to achieve low-cost operations due to highly efficient and uniform fleets with high density seating and single aisle configurations. Additionally, ULCCs provide extremely low fares to customers in order to stimulate market demand and generate high aircraft utilization rates. With high aircraft utilization rates, ULCCs are able to generate substantial ancillary revenues through the offering of additional products and services, such as baggage fees, advanced seat selection, extra legroom, ticket change fees, and/or itinerary attachments such as hotels, airport transportation, and rental cars. ULCCs focus on VFR and leisure customers as opposed to business travelers. The ULCC product appeals to the cost-conscious customer because they are offered a low base-fare and are able to choose to pay for only the additional products and services they want to receive.

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Economic and Demographic Trends

We believe the Mexican airline industry has strong potential for growth, given the country's young demographics, the long-term trend for improving macroeconomic base and growing middle class, which will likely facilitate organic expansion of the airline sector. In addition, the national airline industry is relatively underpenetrated when compared to other countries of similar economic size and demographic characteristics, in terms of trips per capita. These elements combine at a time when the industry has been under considerable attrition due in part from some of the operators ceasing operations.

In terms of the macroeconomic environment, GDP growth in Mexico is expected to be 1.6% in 2026 and 2.0% in 2027 according to the Mexican Central Bank's mid-point projections. Mexico's GDP grew at a CAGR of 4.4% from 2015 to 2025, according to INEGI. U.S. GDP is expected to grow by 2.4% for 2026, and 2.3% for 2027 according to the U.S. Federal Reserve.

As of 2020, according to the *Censo de Población y Vivienda 2020* of INEGI intercensal survey, approximately 70% of the Mexican population was over 18 years of age, which we believe benefits us by providing a strong base of young, potential passengers in the future. These contrasts favorably with more mature aviation markets like the United States, where, as of July 2025, approximately 79% of the population was over 18 years of age according to the U.S. Census Bureau.

However, despite these favorable demographic indicators, the Mexican domestic aviation market remains underpenetrated. According to data from the Airbus Global Market Forecast, as of 2024 the flights per capita in Mexico was 0.6 per capita, indicating a lower level of air travel penetration compared to countries with similar economies (as measured by income per capita) and geographies. Specifically, Colombia's flights per capita was 1.0 in 2024, compared to 1.0 in Chile during the same year. Lastly, Turkey's air trips per capita stood at 1.3 as of 2024, according to the same source.

The Mexican low-cost airline industry competes with ground transportation alternatives, primarily long-distance bus companies. Given the limited passenger rail services in Mexico, travel by bus has traditionally been the predominant low-cost option for long-distance travel for a significant portion of the Mexican population. In 2024, bus companies transported over 3.1 billion passengers in Mexico in the domestic market, of which approximately 84.6 million were executive and luxury passenger segments, as measured in segments which include both long-distance (five hours or greater) and short-distance travel, according to the SICT. We believe that an increased shift in demand from bus to air travel in Mexico presents a significant opportunity as the macroeconomic environment improves and rising demographics take shape across the country. Furthermore, we believe that long-distance bus passengers will continue to shift to airplane travel when certain promotional fares are priced lower than bus fares for similar routes.

In the past the Mexican federal government has made a substantial investment in developing Mexico's airport infrastructure. In 1998, the Mexican federal government

created a program to open Mexico's airports to private investments. Three private airport operators (*Grupo Aeroportuario del Pacífico, S.A.B. de C.V.*, *Grupo Aeroportuario del Centro Norte, S.A.B. de C.V.* and *Aeropuertos del Sureste de México, S.A.B. de C.V.*) were incorporated and granted 50-year concessions to operate airports in Mexico. In the first stage of the privatization process, the Mexican federal government sold a minority stake to strategic partners. The privatization process culminated in mid-2006, when the Mexican federal government sold the balance of its holdings to the public via initial public offerings.

The Mexican federal government still manages and operates the Mexico City International Airport, which it considers strategic, as well as other minor airports in the country. We believe that strong foundational infrastructure, and continued investment and development will result in significant growth potential for the Mexican airline market. In March 2022, the Felipe Angeles International Airport began operations. This airport is managed and operated by the Mexican federal government. The Mexico City International Airport, is under renovation with the goal of concluding during 2026.

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According to the Airbus Global Market Forecast 2025 (GMF25), Airbus forecasts a CAGR of 3.8% for domestic air traffic within the Latin America and Caribbean region, from 2019 to 2044. Specifically, the Mexican domestic market is forecasted to exhibit a CAGR of 4.5%, from 2019 to 2044, with a corresponding CAGR of 3.1% for routes between Mexico and the United States during the same period. Similarly, traffic originating from Central America to the United States is expected to achieve a CAGR of 3.7%. The projected growth is primarily driven by intra-regional flows, supported by the continued growth of low-cost carrier networks. The continued growth of the middle class as well as rising income levels is expected to continue to drive long-term economic expansion in Latin America. Traffic between Central America and the Caribbean and North America is expected to remain strong, as North and Latin American LCCs continue to grow their service in this flow.

The Mexican aviation industry has transformed significantly since the emergence of ultra-low-cost carriers and the exit of more than nine carriers since 2007, according to the SICT. Furthermore, the pandemic led to an unprecedented market consolidation. As of December 31, 2025, the top three carriers in Mexico collectively held approximately 99% of the domestic market, with 74% of this share attributed to ultra-low-cost carriers, Volaris and Aeroenlaces Nacionales. Changes in the Mexican airline competitive environment have resulted in an increase in the domestic market load factor for the remaining carriers.

Market Environment

The airline industry is highly competitive. The principal competitive factors in the airline industry include fare pricing, total ticket price, flight schedules, aircraft type, passenger amenities, number of routes/destinations, customer service, safety record and reputation, code-sharing relationships, frequent flier programs and redemption opportunities. The airline industry is particularly susceptible to price discounting because once a flight is scheduled, airlines incur only nominal incremental costs to provide service to passengers occupying otherwise unsold seats. The expenses of a scheduled aircraft flight do not vary significantly with the number of passengers carried, and, as a result, a relatively small change in the number of passengers or in pricing can have a disproportionate effect on an airline's operating and financial results. Price competition occurs on a market-by-market basis through price discounts, changes in pricing structures, fare matching, targeted promotions and frequent flier initiatives. Airlines typically use discount fares and other promotions to stimulate traffic during normally slower travel periods to generate cash flow and to maximize revenue per ASM. The prevalence of discount fares can be particularly acute when an airline has excess capacity and/ or is under financial pressure to sell tickets.

In Mexico, the United States and the Central and South American countries in which we operate, the scheduled passenger service market consists of three principal groups of travelers: business travelers, leisure travelers, and VFR travelers. Leisure travelers and VFR travelers typically place most of their emphasis on lower fares, whereas business travelers, in addition to lower fares, typically also place a high emphasis on flight frequency, scheduling flexibility, breadth of network and service enhancements, including loyalty programs and airport lounges.

VFR and leisure passengers travel for a number of reasons, including social visits and vacation travel. We believe that VFR and leisure traffic are the most important components of the traffic in the markets we target and serve and are important contributors to our non-passenger revenue production. We estimate that VFR and leisure passengers represent a significant percentage of our total passenger volume. As part of our route development strategy, we target markets that will likely appeal to VFR and leisure travelers at price points that were previously not available. This approach allows us to stimulate demand in new markets by catering to VFR and leisure travelers' preferences.

Domestic passenger traffic in Mexico has shown consistent growth, with a CAGR of 6.5% from 2010 to 2025, based on data from the AFAC. Similarly, international passenger volumes have increased at a CAGR of 5.6% over the same period. The following table sets forth the historical passenger volumes on international and domestic routes in Mexico from 2010 to 2025:

Passenger Volumes[1]	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
(millions of segment passengers)																
Domestic	24.6	25.6	28.2	30.6	33.0	37.3	41.9	45.4	49.7	53.7	28.3	44.4	57.2	63.6	61.6	63.5
(%growth increased)	*0.2 %*	*3.9 %*	*10.3 %*	*8.5 %*	*7.7 %*	*13.0 %*	*12.5 %*	*8.2 %*	*9.5 %*	*8.1 %*	*(47.4)%*	*57.2 %*	*28.8%*	*11.2%*	*(3.3)%*	*3.2%*
International	25.8	26.8	28.5	30.9	33.6	37.5	40.8	45.1	47.6	48.8	20.1	35.8	50.1	54.7	57.9	58.8
%growth increased)	*6.3 %*	*4.1 %*	*6.5 %*	*8.1 %*	*8.8 %*	*11.7 %*	*8.9 %*	*10.4 %*	*5.6 %*	*2.5 %*	*(58.8)%*	*78.2 %*	*40.0%*	*9.2%*	*5.7%*	*1.4%*
Total	**50.4**	**52.4**	**56.7**	**61.5**	**66.6**	**74.8**	**82.7**	**90.5**	**97.3**	**102.5**	**48.4**	**80.2**	**107.3**	**118.3**	**119.5**	122.3
% growth increased)	*3.2 %*	*4.0 %*	*8.3 %*	*8.3 %*	*8.3 %*	*12.3 %*	*10.7 %*	*9.3 %*	*7.6 %*	*5.4 %*	*(52.8)%*	*65.9 %*	*33.8%*	*10.3%*	*0.9%*	*2.4%*

Source: AFAC – "Traffic Statistics by Airline"

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Our international growth strategy focuses on targeting markets in the United States with large Mexican and Latin-American communities in order to stimulate VFR demand and leisure traffic. During 2025, approximately 68% of international passengers in Mexico flew to the United States, making it the largest international destination for air passengers in Mexico. All of the major U.S. legacy carriers fly to and from Mexico, but at a higher cost than low-cost carriers. In many cases, Mexicans residing in the United States purchase airline tickets for family members living in Mexico to fly to the United States to visit them. For this reason, we focus our international routes on U.S. cities with significant Mexican and Mexican-American communities, which are generally located in or near counties with Hispanic populations of over one million as of 2020, according to PEW Research Hispanic Center. Additionally, according to the same source, as of 2024, the top five U.S. states by Hispanic population were as follows:

- California: 16.1 million;
- Texas: 12.6 million;
- Florida: 6.7 million;
- New York: 4.0 million; and
- Illinois: 2.5 million.

In recent years, we have also been growing our operations in Central and South America.

In 2025, the Mexican ULCCs (Volaris and Aeroenlaces Nacionales) together maintained 73.5% of the domestic market, based on passenger flight segments, according to the AFAC. The following table sets forth the historical market shares on domestic routes, based on passenger flight segments, of each major market participant for each of the periods indicated:

Market Share[1] Domestic	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Volaris	14.71 %	17.96 %	20.39 %	23.04 %	23.23 %	24.67 %	27.42 %	27.42 %	28.31 %	31.23 %	38.34 %	41.22 %	41.00 %	38.27 %	33.28 %	34.01 %
Grupo Aeroméxico	35.69 %	40.07 %	37.78 %	35.77 %	36.04 %	33.74 %	31.13 %	28.96 %	27.59 %	24.21 %	25.31 %	27.48 %	26.50 %	27.53 %	27.54 %	25.07 %
Former Grupo Mexicana[2]	6.01 %	—	—	—	—	—	—	—	—	—	—	—	—	—	0.48 %	0.68 %
Interjet[3]	16.26 %	24.78 %	23.83 %	24.37 %	23.69 %	24.53 %	21.63 %	21.18 %	20.48 %	19.69 %	8.75 %	—	—	—	—	—
Aeroenlaces Nacionales	8.80 %	11.49 %	12.49 %	12.19 %	11.81 %	11.70 %	14.25 %	16.87 %	18.35 %	20.12 %	24.41 %	28.31 %	30.40 %	33.23 %	38.03 %	39.54 %

Source: AFAC– "Traffic Statistics by Airline"

(1) Market share is obtained by dividing each airline's number of passengers by the total number of passengers for all airlines for the period indicated.

(2) Ceased operations in August 2010 and resumed operations in 2023.

(3) Suspended operations in December 2020 and declared bankruptcy in April 2023.

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The airline industry in Mexico has seen sharp attrition, with the exit of more than nine airlines since 2007, including Former Grupo Mexicana´s bankruptcy in April 2014, Interjet´s bankruptcy in April 2023 and Transportes Aeromar, S.A. de C.V.'s cessation of operations in February 2023. This allowed us to further expand our international service offering in a very short timeframe.

The following table sets forth the historical market shares on international routes between Mexico, the United States and other countries, based on passenger flight segments, of key Mexican industry participants for each of the periods indicated:

Market Share[1] International	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Volaris	9.38 %	21.11 %	21.45 %	20.42 %	21.24 %	22.75 %	24.70 %	22.80 %	19.63 %	21.83 %	35.96 %	39.20 %	35.83 %	38.08 %	36.72 %	36.59 %
Grupo Aeroméxico	39.83 %	75.73 %	67.24 %	64.63 %	66.05 %	61.67 %	56.82 %	55.65 %	53.20 %	45.58 %	37.28 %	41.59 %	47.63 %	45.47 %	46.91 %	45.89 %
Former Grupo Mexicana[2]	49.94 %	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Interjet[3]	—	1.51 %	8.80 %	13.42 %	11.09 %	13.69 %	17.60 %	20.72 %	24.57 %	28.65 %	17.93 %	—	—	—	—	—
Aeroenlaces Nacionales	0.84 %	1.54 %	2.13 %	0.81 %	0.91 %	1.52 %	0.55 %	0.64 %	2.46 %	3.60 %	8.08 %	18.11 %	15.37 %	15.55 %	15.91 %	17.12 %

Source: AFAC– "Traffic Statistics by Airline"

(1) Market share is obtained by dividing each Mexican airline's number of passengers by the total number of passengers for all Mexican airlines for the period indicated.

(2) Ceased operation in August 2010 and resumed operations in 2023.

(3) Suspended operations in December 2020 and declared bankruptcy in April 2023.

We have been able to grow our international market share in the United States substantially over the past five years even with significant competition from leading U.S. carriers. As of December 31, 2025, we were one of the largest international carrier in terms of passenger flight segments among airlines flying internationally to and from Mexico. We have been able to grow our international market share and our strategy to target and stimulate markets in the United States with large Mexican and Mexican-American communities.

In terms of both domestic and international ticketed passengers, our total passenger volume increased at a CAGR of 13.9% from 2010 to 2025, with approximately 4.4 million booked passengers in 2010 and 31.0 million booked passengers in 2025. Since our inception, total passenger volume has increased at a CAGR of 20.5% from 2006 to 2025, growing from approximately 0.9 million booked passengers in 2006.

Our Business Model

Our business model is similar to that of other ULCCs operating elsewhere in the world, such as Allegiant and Frontier in the United States, Ryanair and Wizz in Europe and AirAsia in Asia. We utilize our ULCC business model and efficient operations to offer low base fares and to stimulate demand while aiming to provide suitable and efficient customer service. Our unbundled pricing strategy allows us to provide low base fares and enables our passengers to select and pay for a range of optional products and services for additional fees. We target VFR travelers, cost-conscious business travelers and leisure travelers in Mexico and to select destinations in the United States, Central and South America.

Since May 2012, we have unbundled certain components of our air travel service as part of a strategy to enable our passengers to select and pay only for the products and services they want to use. This unbundling strategy has allowed us to significantly grow our non-passenger and total revenue. In addition, on July 15, 2025, we launched altitude by Volaris, our in-house loyalty program, designed to drive repeat travel and reward passenger loyalty ("altitude").

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We plan to continue to use low base fares to stimulate additional passenger demand, shift bus passengers to air travel and increase our load factor. Higher load factors help us generate additional non-passenger and total revenue, which in turn, allow us to further lower base fares and stimulate new demand.

We have a relentless focus on low costs as part of our organizational culture. We are one of the lowest-cost publicly traded airline carriers in Latin America, based on CASM. We are also one of the lowest cost carriers in our target markets in Mexico and the United States, compared to our target market competitors, according to public information available from such competitors. We are able to keep our costs low due to our efficient and uniform fleet, high asset utilization, our emphasis on direct sales and distribution and our variable, performance-based compensation structure.

Since our inception, we have aimed to achieve the following goals:

- to create a profitable and sustainable business model;

- to successfully compete by creating structural advantages over other carriers serving Mexico through our ULCC business model;
- to provide affordable air travel with a suitable and efficient experience for our customers; and
- to create a dynamic, cost-conscious and entrepreneurial working culture for our employees.

Our Strengths

We believe that our strengths are:

Low-Cost Structure. We believe that in 2025 we had one of the lowest cost structures of any Latin American publicly traded airline, with CASM of U.S. 8.04 cents, compared to Aeroméxico at U.S. 12.50 cents, Copa at U.S. 8.60 cents, and LATAM at U.S. 11.44 cents. In 2025, we also had significantly lower costs than our U.S. based publicly traded target market competitors, including Alaska at U.S. 14.99 cents, Allegiant at U.S. 11.24 cents, American at U.S. 17.76 cents, Delta at U.S. 19.31 cents, Frontier at U.S. 9.74 cents, JetBlue at U.S. 14.51 cents, Southwest at U.S. 15.35 cents, and United at U.S. 16.46 cents, according to publicly available financial information.

We achieve our low operating costs in large part due to:

- *Efficient and Single-Family Fleet*. We operate a single and efficient fleet of Airbus A320 family aircraft, which is one of the youngest fleets in the Americas, with an average age of 6.6 years as of December 31, 2025.
- *High Asset Utilization*. Our fleet has a high-density seat configuration, and we had one of the highest worldwide average aircraft utilization rates at 12.76 block hours per day in 2025.
- *Direct Sales Distribution*. We encourage our customers to purchase tickets via our website, mobile app, call center, or airport service desks, as these distribution channels have the lowest cost to us. In 2025, we sold 83% of our tickets through these channels. As of 2025, we implemented the use of a global distribution system through Sabre's New Distribution Capability or NDC standard.
- *Variable, Performance-Based Compensation Structure*. We compensate our employees based on the contribution they make to our success, rather than seniority, by basing their compensation on their performance each year.

Ancillary Revenue Generation. By offering our passengers the flexibility to choose which additional products and services they purchase and use through our unbundling strategy, we have increased average non-ticket revenue per passenger flight segment from approximately U.S. $9.61 in 2010 to U.S. $54.96 in 2025 by, among other things:

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- checked baggage;
- charging for excess baggage;
- utilizing our excess aircraft belly space to transport cargo;
- passing through all distribution-related expenses;
- charging for advance seat selection, extra legroom, and carriage of sports equipment;
- consistently enforcing revenue policies, including change fees;
- generating subscription fees from our ultra-low-fare subscription service, v.club and Annual Pass;
- deriving brand-based fees from proprietary services, such as our Volaris affinity credit card program;
- selling itinerary attachments, such as hotel and car rental reservations and airport parking, and making available trip interruption insurance commercialized by third parties, through our website; and
- selling onboard food and beverages advertising.

Core Focus on VFR Travelers, Cost-conscious Business Travelers and Leisure Travelers. We primarily target VFR travelers, cost-conscious business travelers and leisure travelers in Mexico and the United States. We believe these demographics represent the highest potential for growth in our target markets. By offering low promotional fares, we stimulate demand for VFR and leisure travel, and attract new customers, including those who previously may have only traveled by bus. We use our yield management system to set prices based on the time of booking and load factor.

During 2025, we managed yield and load factor, including through targeted promotional fares that can be as low as U.S. $0.05 (MXN $1), excluding airport fees. We have found that many Mexicans and Mexican Americans living in the United States buy airline tickets for themselves and their family members in Mexico. In addition, we have over 257,000 points of payment throughout Mexico, the United States, Guatemala, El Salvador, Costa Rica, Peru and Colombia that allow travelers, particularly in Mexico, who do not have credit cards, or are reluctant to provide credit card information over the web or call center, to reserve seats using the web or call center and pay with cash within 24 hours. Furthermore, we offer night flights, which appeal to our domestic and international customer base that seek to save on lodging expenses.

Disciplined Approach to Market and Route Selection. We select target markets and routes where we believe we can achieve profitability within a reasonable timeframe, and we only continue operating on routes where we can achieve and maintain our target level of profitability. When developing our route network, we focus on gaining market share on routes that have been underserved or are served primarily by higher cost airlines where we have a competitive cost advantage. We thereby stimulate new demand with low base fares and attempt to shift market share from other operators. Based on our 2025 results, we have developed a profitable route network and achieved a leading market share in several of our markets. As of December 31, 2025, we held over 50% of passenger market share in 141 of our 250 routes, and faced no competition from any other carrier on over 36% of our routes. In 2025, 34 % of our passenger revenues derived from our U.S. routes and 38% of our ASMs were attributed to U.S. routes.

Market Leading Efficiency and Performance. We believe we are one of the most efficient airline carriers in Latin America. In 2025, we achieved an average passenger load factor of 84.3% and an average aircraft utilization rate of 12.76 block hours per day with a standard turnaround time between flights of approximately 71 minutes. For our fleet type, our average aircraft utilization rate of 10.3 flight hours per day in 2025 was among the highest worldwide and was 12% higher than the industry average of 9.2 flight hours per day for all Airbus A320 aircraft and 5% higher than the 9.8 flight hours per day for all Airbus A321 aircraft, according to Airbus. The high-density, single-class seating configurations on our aircraft allow us to increase ASMs and reduce fixed costs per seat better than the lower-density configurations flown by certain of our competitors. In addition, we strive for market-leading operational performance, with an 80.2% on-time performance rate, 99.4% schedule completion and a mishandled baggage rate of only 0.8 bags per 1,000 passengers in 2025.

Brand Recognition and Fan Base. We believe that we have developed strong brand recognition due to our focus on delivering good value and a positive traveling experience to our customers. As of December 31, 2025, we had approximately 5.5 million fans on Facebook, 1.7 million followers on X (formerly Twitter), 647 thousand followers on Instagram, 58 thousand subscribers on YouTube and 254 thousand followers on TikTok, where we primarily focus on marketing, customer service and promotion. Our social media reach has been an effective and very low-cost marketing tool for us and has afforded us the capability to develop highly effective, targeted marketing promotions on very short notice. We have also established various programs to make air travel more inviting for first-time travelers and other passengers who may desire additional services. On April 16, 2021, we received the Famous Brand Declaration from the Mexican Institute of Industrial Property for the "Volaris" brand, and in April 2026, the Mexican Institute of Industrial Property granted an extension of such declaration.

Solid Balance Sheet. We have a healthy level of financial debt, since we have principally financed our operations through equity and operating cash flows, and we have only used operating leases for our aircraft. We believe that our strong financial position enables us to prudently finance new growth opportunities in our markets and to defend our existing network from our competitors. As of December 31, 2025, we had a balance of U.S. $753.9 million in cash and cash equivalents, representing 25% of our last twelve months operating revenues. Additionally, as of December 31, 2025, our credit lines totaling U.S. $2,045.6 million, of which include U.S. $1,447.6 million were related to financial debt (U.S. $273.1 million were undrawn) and U.S. $598.0 million were related to letters of credit (U.S. $241.6 million were undrawn). As of December 31, 2025, we had available lines of credit of U.S. $514.7 million.

Strong Company Culture, Experienced Management Team and Principal Shareholders. We have developed a strong company culture among our employees that is focused on safety, meritocracy, efficiency and profitability, with a significant component of variable, performance-based compensation structure. Our management team has been assembled with experienced executives in their respective fields, including in the aviation, sales and marketing, finance or IT industries in Latin America. In addition, our principal shareholders have extensive prior experience in funding, establishing and leading airline carriers around the world. Their expertise has helped us develop our ULCC business model and allowed us to benefit from their procurement power and relationships with key vendors.

Our Growth Strategy

Our goal is to continue growing, while maintaining our leadership in key Mexican aviation markets by operating our ULCC business model and focusing on VFR travelers, cost-conscious business travelers and leisure travelers. The key elements of our growth strategy include:

Remain the ULCC of Choice in our Markets. We strive to remain the ultra-low-cost carrier of choice for our existing and new customers as we continue to focus on providing an affordable, suitable, and efficient travel experience to our customers across our expanding operations in Mexico, the United States, Central and South America. Our ULCC business model enables us to operate based on low fare levels, and we intend to continue to maintain low fares to stimulate demand. We believe that we can continue to improve operating efficiencies while maintaining low costs by:

- fleet transition to cost-efficient Airbus A320neo and A321neo aircraft with higher seat density and lower fuel consumption;
- spreading our low fixed-cost infrastructure over a larger scale of operations;
- contracting operating services functions;
- keeping sales and marketing overhead low; and
- leveraging joint procurement benefits.

Grow Non-passenger Revenues while Maintaining Low Base Fare to Stimulate Demand. We intend to increase our non-passenger revenues by further unbundling our fare structure and by offering our passengers new and innovative products and services. Through our multiple points of interaction with our customers during each stage of their travel, from ticket purchase through flight and post-trip, we have the opportunity to offer third party products on which we receive commissions, such as hotel rooms, car rentals and trip interruption insurance. In addition, we sell in-flight products and we plan to introduce and expand upon products and services that are unrelated to passenger travel. We provide a membership-based ultra-low-fare subscription service called v.club which had approximately 2.5 million members as of December 31, 2025. The number of v.club members increased by 92% in 2025, compared to 2024. Our zero-fare includes a v.club membership to incentivize more customers to join our discount club and generate repeat business that will reduce our customer acquisition cost.

As we broaden our ancillary products and services and increase our non-passenger revenue, we believe that we will be able to further lower base fares and continue to stimulate demand.

Grow by Stimulating Demand in our Existing Markets. We plan to continue to grow our existing markets by adding routes that connect cities in which we currently have operations and by adding capacity on existing routes where we believe we can continue to stimulate demand. We also intend to continue to target long-distance bus passengers who we believe may be inclined to transition to air travel. To incentivize this shift, we set certain promotional fares priced lower than bus fares for similar routes. We believe that these initiatives will encourage bus travelers to opt for air travel, thereby driving growth in passenger volume.

Continue our Disciplined Fleet Growth. As of the date of this annual report, we have firm commitments for 117 Airbus A320 family aircraft that will be delivered over the next seven years, 117 from our purchase agreement with Airbus, including 15 of the next generation Airbus A320neo and 102 of the next generation Airbus A321neo, the delivery of which commenced in 2016 and 2018, respectively. During 2025, we incorporated eight new A320neo and three used and five new A321neo into our fleet.

In December 2017, we entered into an agreement with Airbus to purchase 80 aircraft (46 A320neo and 34 A321neo), which Airbus committed to deliver between 2022 and 2026.

Under such agreement, we agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft following a formula established for such purpose in the agreement.

In July 2020, we amended the agreement with Airbus to reschedule the delivery of 80 aircraft between 2023 and 2028. In October 2020, we amended the agreement with Airbus to reschedule 18 aircraft deliveries between 2020 and 2022.

In November 2021, we entered into a new amendment to the purchase agreement with Airbus to purchase 39 additional A320 family NEO aircraft which Airbus committed to deliver between 2023 and 2029, under this amendment we have the option to purchase 25 additional A320 family NEO aircraft and we exercised our right to convert 20 A320neo aircraft to A321neo, four of which have been delivered as of the date of this annual report. In October 2022, we entered into a new amendment to the agreement with Airbus pursuant to which we exercised our right to purchase 25 additional A321neo aircraft which Airbus committed to deliver in 2030.

On November 26, 2024, the Company entered into an amendment to the existing purchase agreement with Airbus to reschedule the deliveries for the 131 pending aircraft between 2025 and 2031. On February 24, 2026, the Company entered into an amendment to the existing purchase agreement with Airbus to reschedule ten of the pending aircraft delivering in 2027 and 2028 to 2032.

Our fleet has reached 156 aircraft as of the date of this annual report. We intend to maintain a young and a common fleet family because we believe it is the most efficient option for our markets and operations.

Grow Passenger Volume by Profitably Establishing New Routes. We believe our focus on low fares and customer service will stimulate growth in overpriced, underserved and inefficient new markets. We will continue our disciplined approach to domestic and international market entry by using our rigorous selection process where we identify and survey possible target markets that have the potential to be profitable within our business model.

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For example, in 2025, we added 35 new routes, including 9 domestic routes and 26 international routes. As part of our continuous monitoring of routes and markets for profitability, we have a proven track record of withdrawing routes that do not meet our profitability expectations. For our future growth opportunities, we have identified approximately 116 routes within Mexico serving markets in excess of 250,000 inhabitants and other leisure destinations, and that have stage lengths of at least 180 miles, and approximately 153 routes internationally that have stage lengths of at least 410 miles.

Our Operations

Passenger Revenues

Passenger revenues accounted for U.S.$2,882.4 million or 94.9% of our total operating revenues in 2025. VFR traffic makes up the largest component of our customers and we believe that our VFR customers are the most cost conscious and time/schedule flexible of all of our travelers. VFR and leisure, the second largest component of our customers, are stronger during the summer, Christmas and New Year season, followed by Easter and respond well to demand stimulation based on low fares. Cost-conscious business travelers make up the third largest component of our customers. Although business travel can be cyclical with the economy, this segment tends to travel steadily throughout the year regardless of the season.

The most significant passenger revenue includes revenues generated from: (i) fare revenue and (ii) other passenger revenues. Other passenger services include but are not limited to fees for excess baggage, bookings through the call center or third-party agencies, advanced seat selection, itinerary changes, priority services (Premium Plus) and charters. These fees are recognized as revenue when the obligation of passenger transportation service is provided or when the non-refundable ticket expires on the date of the scheduled travel.

The average fees for advance seat selection, extra legroom, carriage of sports equipment, pets and ticket changes are up to U.S.$35, U.S.$110, U.S.$210, U.S.$192 and U.S.$110, respectively. We also make certain third-party services available through our website.

We recognize revenue from v.club and other similar services as other passenger revenues when the service is provided.

v.club membership generates income by incentivizing customers to make frequent purchases of flight tickets with Volaris, thereby strengthening our base of frequent customers and helping to reduce acquisition costs. v.club subscriptions accounted for 1.1% of our other passenger revenues in 2025.

On January 23, 2023, our subsidiary, Volaris Opco, entered into an agreement with Lealtad Mercadotecnia y Conocimientos Agregados, S.A.P.I. de C.V., a subsidiary of Fomento Económico Mexicano, S.A.B. de C.V. (FEMSA). The agreement ended in June 2025.

Non-Passenger Revenues

The most significant non-passenger revenues include: (i) revenues from other non-passenger services described below and (ii) cargo services. In 2025, we derived U.S.$155.1 million, or 5%, of our total operating revenues from these sources.

Revenues from other non-passenger services mainly include, but are not limited to, commissions charged to third parties for the sale of services. These revenues, as well as cargo services, are recognized as revenue at the time the service is provided.

Revenues from cargo services are recognized when the cargo transportation is provided (upon delivery of the cargo to the destination).

We make efficient use of extra capacity in our aircraft by carrying cargo on our passenger flights. We offer cargo transportation services on all domestic routes. All ground cargo handling services, including storage services offered to several third party providers, and the related cost of such services, are paid by our cargo customers and are rendered by specific suppliers. We offer competitive rates and our services include reception, check-in, shipping and delivery to the final destination.

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We also offer charter services, which do not represent a significant part of our total operating revenues.

We also generate revenues from the Volaris cobranded credit card ("Volaris INVEX"), from multiple revenue streams, such as: billing, redemption, free flights for new customers, among others. Revenue from the Volaris INVEX accounted for 5% of our other non-passenger revenues as of December 31, 2025. We closed 2025 with approximately 2.5 million v.club members and 1.1 million Volaris INVEX holders. For more information on v.club and the Volaris INVEX, see "—Sales, Distribution, Marketing and Advertising—Marketing and Advertising."

Route Network

We currently serve 72 cities throughout Mexico, the United States, Central and South America. We operate up to 550 average daily segments on routes that connect 44 cities in Mexico and 28 cities in the United States and Central and South America.

The map below sets forth the destinations we currently serve:

Our route network is designed to provide service within Mexico and between Mexico, the United States, and Central and South America, and in particular those with large Hispanic and Mexican American communities, which are primarily concentrated in California and Texas. As part of our point-to-point strategy, we generally offer direct flights between cities with high traffic demand. We believe this scheduling approach allows us to serve a greater number of cities more frequently, leading to higher load factors and increased aircraft utilization, providing us with greater flexibility in our scheduling options.

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To minimize turnaround times, we schedule flights to arrive at each destination and depart shortly after. Many of our evening flights are intended to provide red-eye travel options for longer routes, appealing to customers seeking to save on lodging expenses. Meanwhile, our day flights allow us to maximize fleet utilization and airport staff efficiently.

Sales, Distribution, Marketing and Advertising

Sales and Distribution. We currently sell our products through four primary distribution channels:

- our website and mobile app;
- our call center;
- airports; and
- third parties, such as travel agents.

The following table sets forth the approximate percentage of our ticket sales and applicable fees attributed to each of our main distribution sources in 2025:

Distribution source	% of tickets sold	Fee in dollars[(1)]
Website and mobile app	80 %	$ 0
Call center	2 %	$ 25
Third-party travel agents	16 %	$ 9
Airport counters	2 %	$ 0

(1) Standard fee charged per customer.

Our website is our primary platform for ticket sales. Sales through our website and mobile app represent our lowest-cost distribution channel, and it is the channel through which we offer our lowest fares. For all other channels, we pass the additional costs associated with them to our customers.

Our passengers may pay for tickets by credit or debit card at the time of booking on our website or through our call center or in cash within 24 hours at one of the various points of payment located at several different businesses vendors we have made available. In 2025, 92.4% of our sales were paid by credit or with debit card and 7.6% by cash and other forms of payment. We have entered into agreements with Cadena Comercial OXXO, S.A. de C.V., and certain banks in Mexico, the United States, Guatemala, El Salvador, Costa Rica, Peru and Colombia to provide our customers with the opportunity to pay in cash for their tickets at over 257,000 points of payment. These agreements are generally entered into for one- or two-year periods, are subject to termination upon short notice and are renewable by mutual agreement. In 2025, we paid an aggregate of U.S.$72.4 million in commissions, a portion of the cost of which was transferred to the customers using this service.

We have entered into an agreement with One Link México, S.A. de C.V. ("Onelink") for call center services. Pursuant to this agreement, Onelink fields incoming calls from our customers and provides them with information about our fares, schedules and availability. The agreement with Onelink expires on June 30, 2026.

We have signed agreements with Navitaire LLC and Jeppessen Systems AB, major suppliers of IT solutions in the global airline industry. Through these agreements we are provided with technology systems that allow us to conduct our operations.

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Pursuant to our agreement with Navitaire LLC, they provide us with reservation services, revenue accounting services and operations management and recovery, as well as certain services related thereto. This agreement expires in February 2028, unless it is terminated with prior notice subject to certain conditions. The foregoing description of the terms of the agreement with Navitaire LLC is intended as a summary only and is qualified in its entirety by reference to the copy filed as an exhibit to this annual report.

Marketing and Advertising. Our marketing and advertising efforts include the use of the internet, television, radio and billboards. We focus on direct consumer marketing in our target markets, by offering promotional fares and maintaining a strong presence in digital media, such as Facebook, X (formerly Twitter), Google, Instagram, YouTube and TikTok. As of December 31, 2025, we had approximately 5.5 million fans on Facebook, 1.7 million followers on X (formerly Twitter), 647 thousand followers on Instagram, 58 thousand subscribers on YouTube and 254 thousand followers on TikTok, which we primarily use for marketing, customer service and promotion.

We reach our customers directly by holding promotional events that build brand recognition. We also advertise on billboards, in venues that our core consumers frequently attend, radio, television and shopping malls. We have internet promotions directed at current customers, who can register on our website. In addition, we send emails with promotions and advertisement to approximately 1.3 million e-mail addresses on a weekly basis. We strive to have the highest marketing impact at the lowest cost.

Our marketing campaign *"Ponle tu apodo a un avión"* is designed to connect with younger audiences through music and a fun dynamic. Participants had the chance to win a year of unlimited flights and have their nickname displayed on a fuselage, creating relevant brand awareness among upcoming generations.

We also launched *"Atrévete a volar"* which targets low-to-middle income travelers. Our efforts are focused on new channels and on educating individuals about the ease of air travel, with the goal of accelerating the substitution of long-distance bus travel with air transportation.

In August 2024, we and Aeroenlaces Nacionales launched a joint anti-fraud campaign aimed at educating the public on how to safely purchase flight tickets. This collaboration seeks to raise awareness about the growing fraudulent ticket sales, particularly through social media and phone scams. With over 57 million passengers transported by both airlines in 2024, this initiative plays a crucial role in ensuring safe and legitimate ticket purchases for consumers.

In 2025, we launched the "W1NG COD3S" campaign, which turned airplane wings into discount platforms by enabling passengers to capture and redeem aircraft registration codes for flight discounts. While most of the in-flight photos capture the airplane wing, this initiative transformed an overlooked feature into an interactive promotional tool, driving customer engagement and social media visibility. Our marketing efforts were recognized across leading global and regional industry awards, including Effie Awards Mexico, Cannes Lions, The One Show, Clio Awards, and Gerety Awards. These recognitions highlight our ability to combine creativity, data, and cultural relevance to deliver high-impact marketing initiatives.

v.club, our annual subscription-based service, grants members exclusive first access to our lowest fares offerings. In addition, it provides members with guaranteed member-only fare sales and exclusive offers on hotels, rental cars and other travel necessities with YaVas. v.club members may access their benefits through our website and our mobile app. As of December 31, 2025, we had approximately 2.5 million v.club members, an increase of 92% compared to 2024.

We offer three types of Volaris INVEX credit cards: the Volaris INVEX 0, Volaris INVEX, and the Volaris INVEX 2.0. The Volaris INVEX 0, which has no annual fee, was launched in October 2017, and offers the following benefits:

- 1% cash back on all purchases to be used in Volaris;
- priority boarding on our flights; and additional baggage at no cost (as long as the client pays more than 50% of their reservation with their Credit Card or e-credit);

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- deferred payment on purchases with no interest; and
- a 15% discount on the purchase of on-board menu items.

The Volaris INVEX launched in March 2015, and has the same benefits as the above plus 0.5% more in cashback.

The Volaris INVEX 2.0 launched in March 2015, and in the addition to the benefits listed above, it also offers at no cost: individual v.club, 2% cash back on all purchases, LoungeKey memberships, among other benefits. As of December 31, 2025, there were 1.1 million Volaris INVEX holders.

We expect that in May 2026, 1.1 million Volaris INVEX credit card accounts, across the three cobrand products (Volaris INVEX 0, Volaris INVEX, and Volaris INVEX 2.0), will migrate to an updated benefits structure as part of the alliance between altitude by Volaris, Volaris, and INVEX.

Under this transition, rewards accrual will shift from "Monedero Volaris" (cashback model) to altitude points across all card tiers. Existing core benefits will remain unchanged.

The baggage benefit will be modified such that the Volaris INVEX 0 card will no longer offer unlimited baggage, while the Volaris INVEX and Volaris INVEX 2.0 cards will continue to provide unlimited baggage, in each case subject to the cardholder traveling and paying 100% of the reservation with the credit card.

Pricing and Yield Management

Our emphasis on keeping our operating costs low has allowed us to set low base fares and increase ancillary revenues while achieving and maintaining profitability. We have designed our fare structure to balance our load factors and yields in a way that we believe will generate the highest revenue per block hour on our flights. Most of our seats are sold in the low and mid-fare ranges. Except for special offers and promotions, we do not have advanced purchase restrictions, minimum stays, or any other fare restrictions, such as required Saturday night stays. For some of our flights, we set very low discounted base fares based on fares charged by bus lines for travel to the same destinations, aiming to expand our customer base by adding customers who have previously used other forms of transportation.

Our base fare ("zero") includes access to a v.club membership and one personal item for domestic and international flights. Our customers may purchase additional products and services for a fee by choosing another type of fare ("basic" or "plus") or by customizing their trip with products and services directly at any time before the flight. We increase the prices of these products and services the closer the customer purchases them to the departure date as well as using dynamic pricing. Some examples of the additional products and services that our customers may purchase include higher baggage allowances, preferred seating, and food, beverages, or other products on board. All of our fares are non-refundable and subject to change fees.

We use yield management in an effort to maximize revenues per flight, which is also linked to our route and schedule planning and sales and distribution methods. Yield management is an integrated set of business procedures, mathematical models, and historical trends that allows us to understand markets, anticipate customer behavior and

respond quickly to opportunities.

The number of seats we offer at each fare class in each market is based on a continuous process of analysis and forecasting. Past booking history, seasonality, the effects of competition and current booking trends are used to forecast demand. Current fares and knowledge of upcoming events at destinations we serve that we believe will affect traffic volumes are also included in our forecasting model to arrive at an optimal seat allocation for our fares on specific routes. We use a combination of approaches, taking into account yields and flight load factors, depending on the characteristics of the markets served, to design a strategy to achieve the best possible TRASM by balancing the average fare charged and ancillary services sold against the corresponding effect on our load factors.

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Customer Service

We are committed to providing our customers with value for their money and reliable, on-time performance. We believe that our low fares initially attract customers, and our service strengthens customer loyalty and enhances our brand recognition through word-of-mouth as our customers tell others about their experience.

We hire employees who we believe will treat customers in a courteous and friendly manner and emphasize customer service during their training and as part of our company culture. We call our employees ambassadors. We also focus on other details that can improve the travel experience, including on-line check-in, seat assignment options, e-ticket travel, single-class seating, and modern aircraft. We provide personalized in-cabin support for customers who need it and the option of special assistance for unaccompanied minors and seniors. We believe our customer relationship management has been a key element of our success.

We are committed to compensating our employees based on their performance and rewarding them for their contribution to our success instead of seniority. We base part of our employee compensation on customer service, which is measured through a net promoter score obtained from customer interviews. In 2025, we conducted Net Promoter Score (NPS) surveys during the year with an average of 42,529 monthly responses; as we expand our operations, this number is likely to increase.

We understand that efficient and punctual operations are important to our customers, and we intend to continue to excel in operational performance. The following table sets forth certain performance-related customer service measures for the years ended 2023, 2024, and 2025:

	2023	2024	2025
On-time performance[1]	76.9%	83.6%	80.2%
Schedule completion [2]	99.1%	99.2%	99.4%
Mishandled baggage[3]	0.7	0.7	0.8

(1) Percentage of our scheduled flights that were operated by us and that arrived on time (within 15 minutes of the scheduled arrival time).

(2) Percentage of our scheduled flights that were operated by us, whether or not delayed (*i.e.*, not cancelled).

(3) Our incidence of delayed, mishandled or lost baggage per 1,000 passengers.

Competition

The airline industry is highly competitive. The principal competitive factors in the airline industry are fare pricing, total price (including ancillary services), flight schedules, aircraft type, passenger amenities, number of routes served from a city, customer service, safety record and reputation, code sharing relationships, and frequent flier programs and redemption opportunities. Our current and potential competitors include traditional legacy airlines, low-cost carriers, regional airlines and new entrant airlines. Some of our current or future competitors may have greater liquidity, access to capital and serve more routes than we do.

Our main competitive advantages are our low base fares and our focus on VFR travelers, leisure travelers and cost-conscious business travelers. These low base fares are facilitated by our low CASM, which is the lowest among the other Latin American publicly traded airlines. In 2025, our CASM was U.S. 8.04 cents, compared to an average non-stage length adjusted CASM of U.S. 11.12 cents for the other Latin American publicly traded airlines, including Aeroméxico, Copa, and LATAM. We also have lower costs than our U.S.-based publicly traded target market competitors, including Alaska, Allegiant, American, Delta, Frontier, JetBlue, Southwest, and United, which had an average non-stage-length adjusted CASM of U.S. 16.77 cents in 2025.

Our main competitors in Mexico are Grupo Aeroméxico and Aeroenlaces Nacionales. Internationally, we compete with Grupo Aeroméxico, Aeroenlaces Nacionales and many U.S.-based carriers, including Alaska, American, Delta and United. In the Mexico - Central America market, our main competitors are Grupo Aeroméxico and Avianca, while in the Central America - U.S. market our main competitors are Avianca and Delta. In the Mexico - South America market our main competitors are Grupo Aeroméxico, Aeroenlaces Nacionales and LATAM.

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In 2025, the two Mexican ultra low-cost carriers, Volaris and Aeroenlaces Nacionales, held 73.5% of the domestic market based on passenger flight segments. Volaris had 34.0% of the domestic market, according to the AFAC.

As of December 31, 2025, the number of commercial aircraft in service in Mexico increased to 433, as compared to 389 as of December 31, 2024, according to AFAC. This 11% increase was comprised mainly of narrow body aircraft, including 64 Airbus A320neos, 100 Airbus A320s, 44 Boeing 737s, 48 Airbus A321neos and 21 Airbus A321s.

As of December 31, 2025, AFAC reports indicate that Grupo Aeroméxico's subsidiaries Aeroméxico and Aeroméxico Connect, had fleets of 132 and 34 aircraft, respectively, as compared to 114 and 37, respectively, as of December 31, 2024.

In April 2023, Interjet declared bankruptcy in Mexico.

Aeroenlaces Nacionales, our largest competitor by domestic market share in 2025, increased its fleet from 96 as of December 31, 2024 to 101 as of December 31, 2025, according to AFAC.

As of 2025, our international market share considering all airlines flying internationally to and from Mexico, increased 0.4pp to 11.8%, compared to our market share as of December 2024.

Fleet

Since we began operations in March 2006, we have increased our fleet from four to 155 aircraft as of December 31, 2025, of which 151 are leased, two are held under financing agreements and two are owned.

As of December 31, 2025, we flew only Airbus A320 family aircraft, which provides us with significant operational and cost advantages compared to airlines that operate

multiple fleet types. The Airbus A320 family is based on a common aircraft type with the same cabin cross-section, and virtually the same systems, cockpit controls, operating and maintenance procedures, and pilot type rating. The Airbus A320 family aircraft are fuel efficient and allow flight crews to be interchangeable across all of our aircraft while decreasing training, maintenance, spare parts inventory and other operational costs. Due to the commonality among the Airbus A320 family, we can retain the benefits of a fleet comprised of a single type of aircraft while still having the flexibility to match the capacity and range of the aircraft to the demands of each of our routes.

In December 2017, we entered into an agreement with Airbus to purchase 80 aircraft (46 A320neo and 34 A321neo), which Airbus committed to deliver between 2022 and 2026. Under such agreement, we agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft following a formula established for such purpose in the agreement.

In 2020, we amended the agreement with Airbus to reschedule the delivery of 98 aircraft from the order placed in December 2017 and the previous order between 2020 and 2028.

In November 2021, we entered into a new amendment to the agreement with Airbus to purchase 39 additional A320neo family aircraft which Airbus committed to deliver between 2023 and 2029. The new order includes 39 A321neo. Under such agreement, we agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft following a formula established for such purpose in the agreement. In connection with this amendment, we also exercised our right to convert 20 A320neo aircraft into A321neo aircraft, four of which have been delivered as of the date of this annual report.

In October 2022, we entered into a new amendment to the agreement with Airbus to purchase 25 additional A320neo family aircraft which Airbus committed to deliver in 2030. The new order includes 25 A321neo. Under such agreement, we agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft following a formula established for such purpose in the agreement.

In November 2024, we entered into an amendment agreement with Airbus to the existing purchase agreement to reschedule the deliveries for the 131 pending aircraft to be delivered between 2025 and 2031. On February 24, 2026, the Company entered into an amendment to the existing purchase agreement with Airbus to reschedule 10 of the pending aircraft delivering in 2027 and 2028 to 2032.

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As of December 31, 2025, our fleet of 155 Airbus narrow-body aircraft consisted of 107 A320s (64 of them are NEO) and 48 A321s (38 of them are NEO). We have a young fleet with the average age of 6.6 years as of December 31, 2025, compared to an average of 8.6 years for the other Mexican airlines according to the AFAC. A young fleet leads to better performance reliability, greater fuel efficiency and lower maintenance costs.

Consistent with our ULCC business model, each of our aircraft is configured with a single-class high density seating configuration. Our Airbus A320s accommodate up to 186 passengers and our Airbus A321s accommodate up to 239 passengers. Each of our Airbus A320 family aircraft is equipped with IAE or P&W engines. We have taken delivery of 49 spare engines (14 of them leased, 33 under financing and two owned) for service replacement and for periodic rotation through our fleet.

The following table shows the historical development of our fleet from 2009 through December 31, 2025:

Fleet additions (Returns)	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
A319	—	5	—	—	(4)	(2)	—	(3)	(3)	(4)	—	(2)	—	(2)	(1)	—	(3)
A320	—	—	8	7	7	8	4	8	5	6	3	6	15	9	3	6	10
A321	—	—	—	—	—	—	2	8	—	4	2	—	—	9	10	8	5
Total fleet	21	26	34	41	44	50	56	69	71	77	82	86	101	117	129	143	155

As of December 31, 2025, we have financed the acquisition of our aircraft through a combination of pre-delivery payment financing (including: (i) a line of credit with Santander and Bancomext under which we act as a guarantor; (ii) financing provided by certain lessors in respect of 3 aircraft to be delivered in 2026; and (iii) a PDP financing facility with Carlyle Aviation Management (through its vehicle Runway Eleven Lender LLC) under which we act as guarantor), purchase, sale and leaseback transactions, finance lease and direct lease agreements, all of which meet the conditions for consideration as operating leases. With respect to purchases, sale and leaseback transactions, we have entered into agreements to purchase aircraft from Airbus, which are sold to lessors and simultaneously leased back through leaseback agreements. We have obtained financing for the pre-delivery payments of all the aircraft to be delivered through the first half of 2028. As of December 31, 2025, we had 151 aircraft leased pursuant to long-term lease agreements for an average term of 12 years and 2 aircraft leased pursuant to finance lease agreements for an average term of 3 years. The operating leases for these aircraft expire between 2026 and 2037. We make monthly lease payments and are not required to make termination payments at the end of the lease unless there is an event of default or total loss of the aircraft. Our aircraft leases provide fixed lease payments. We are required to make certain non-refundable monthly maintenance payments and to return the aircraft in the agreed upon condition at the end of the lease term. We are responsible for the maintenance, servicing, insurance, repair and overhaul of the aircraft during the term of the lease.

The current purchase agreement with Airbus requires us to accept delivery of 118 Airbus A320 family aircraft in the next seven years (from January 2026 to December 2032). The contractual agreement provides for the addition of 118 aircraft to our fleet as follows: 12 in 2026, 0 in 2027, 16 in 2028, 22 in 2029, 30 in 2030, 28 in 2031 and 10 in 2032. As of the date of this annual report, Airbus continues reviewing its delivery schedules in light of supply chain disruptions and production line slowdowns. Since the COVID-19 pandemic outbreak, and further since the war conflicts in Europe and Middle East, Airbus has notified us of the delay of several aircraft deliveries. Airbus has notified us of possible further delays for the following years. The basic price for each of the firm-order aircraft to be delivered pursuant to our contracts may be adjusted for changes in economic conditions as published by the United States Department of Labor. We must make pre-delivery payments at specific dates prior to the scheduled delivery. The purchase agreement with Airbus does not include the option to have fewer aircraft delivered.

Additionally, during December 2017, we entered into an agreement with Airbus to purchase 80 aircraft, which Airbus committed to deliver between 2022 and 2026. The new order includes 46 A320neo and 34 A321neo. Under such agreement, we agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft following a formula established for such purpose in the agreement. In November 2018, we amended the agreement with Airbus to reschedule the remaining 26 aircraft deliveries between 2019 and 2022. During 2020, we amended the agreement with Airbus to reschedule 98 aircraft, both from this new 80 aircraft order and the previous order, between 2020 and 2028. In November 2021 we entered into a new amendment to the referred agreement to purchase 39 additional aircraft which Airbus committed to deliver between 2023 and 2029. Additionally, we exercised our right under the agreement with Airbus to convert 20 A320neo aircraft into A321neo aircraft, four of which have been delivered as of the date of this annual report. In November 2022, we entered into a new amendment to the referred agreement to purchase 25 additional aircraft, which Airbus committed to deliver in 2030. In November 2024, the Company entered into an amendment agreement with Airbus to the existing purchase agreement to reschedule the deliveries for the 131 pending aircraft between 2025 and 2031. Finally, on February 24, 2026, the Company entered into an amendment to the existing purchase agreement with Airbus to reschedule 10 of the pending aircraft delivering in 2027 and 2028 to 2032.

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Additionally, as of the date of this annual report, we have 28 A320 aircraft returns in the next three years. We also have five A321 aircraft returns in the next three years. However, if necessary, we believe we can negotiate extensions under our lease agreements as we have done in the past, which increases our fleet flexibility. In addition, in the past

we have been able to lease aircraft from lessors and expect to have flexibility to do so again in the future. For more information on the risks related to our lease agreements, see Item 3: "Key Information—Risk Factors—A failure to comply with covenants contained in our aircraft or engine lease agreements, or the occurrence of an event of default thereunder, could have a negative impact on us and our financial condition and results of operations."

Maintenance

We have mandated and approved maintenance programs required by the applicable civil aviation authorities, administered by our maintenance engineering and planning departments. Our maintenance technicians undergo extensive initial and ongoing training (as applicable by the aviation regulations) to ensure the safety of our operations. Line maintenance is performed by Volaris qualified technicians, under Volaris repair station certificates issued by the FAA (USA) and AFAC (México) and by maintenance providers that hold the necessary certifications.

Aircraft maintenance and repair consist of routine and non-routine tasks and are mainly divided into three general categories: routine maintenance, major maintenance and component checks. Routine line maintenance requirements consist of scheduled maintenance checks on our aircraft, including pre-flight, daily, weekly, checks, any diagnostics and routine repairs and any unscheduled tasks that are performed as required. Routine line maintenance events are normally performed by in-house trained mechanics and are primarily completed at the main airports we currently serve, supported by sub-contracted companies. Routine line maintenance also includes scheduled tasks that can typically take from six to 15 days to accomplish and are required between every 24 or 36 months, as applicable, such as 24-month checks and "C checks".

Major maintenance consists of a series of more complex tasks, including structural checks of the airframe. Due to our fleet size and projected fleet growth, we have outsourced all of our major maintenance, such as engine servicing and major part repairs, as we consider it as more cost efficient. We have entered into a long-term flight hour agreement with IAE and P&W for our engine overhaul services and LHT on a power-by-hour basis for component services. We hold a contract with LHT for certain technical services and Aeroman for our heavy airframe maintenance. Aeroman is a FAA (USA) and AFAC (México)-certified maintenance provider.

Safety

We are committed to the safety and security of our passengers and employees. Some of the safety and security measures we have taken include (i) aircraft security and surveillance, (ii) positive bag matching procedures, (iii) enhanced passenger and baggage screening and search procedures, and (iv) secured cockpit doors. We strive to comply with or exceed health and safety regulation standards. In pursuing these goals, we maintain an active aviation safety program and all of our personnel are expected to participate in the program and take an active role in the identification, reduction and elimination of hazards.

Our ongoing focus on safety relies on training our employees to use the proper safety equipment and take the proper safety measures by providing them with the tools and equipment they require to perform their job functions in a safe and efficient manner. Safety in the workplace targets several areas of our operation including flight operations, maintenance, in-flight, dispatch and station operations. We have received the IOSA (IATA's Operational Safety Audit) certification.

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The TSA is charged with aviation security for both airlines and airports in the United States. We maintain active, open lines of communication with the TSA at all of our locations to ensure proper standards for the security of our personnel, customers, equipment and facilities are exercised throughout our operation. In Mexico, the Mexican Civil Aeronautic Authority through the Assistant General Aviation Authority (*Dirección General Adjunta de Aviación*) is in charge of air traffic safety and has the authority to establish or modify the operations condition of air traffic and to coordinate and control the airports. See Item 4: "Information on the Company—History and Development of the Company."

Fuel

Fuel is a major cost component for airlines and is our largest operating expense. Fuel accounted for 38%, 33%, and 31% of our total operating expenses in 2023, 2024, and 2025, respectively. We purchase fuel in Mexico from ASA, who is also in charge of supplying it directly to our aircraft in Mexico. As established in our agreement with ASA, the fuel price is determined weekly by PEMEX and ASA based on international prices published by S&P Platt's, the price of the services is determined by the Ministry of Finance and Public Credit, and the storage costs are determined by the Energy Regulatory Commission. Our agreement with ASA may be terminated without penalty by either party with a 30-days prior notice. We purchase our fuel outside of Mexico under fuel supply service contracts with World Fuel Services, AvFuel, Shell, BP Products North America, Chevron, Associated Energy Group, Puma Energy Group, Total Energies and Titan fuel service contracts. Historically, fuel costs have experienced substantial variances, which cannot be predicted with any degree of certainty since they are subject to many global and geopolitical factors. Fuel prices are dependent on crude oil prices, which are quoted in U.S. dollars. If the value of the U.S. dollar rises against the peso, our fuel costs, expressed in pesos, may increase even absent any increase in the U.S. dollar price of crude oil. Our fuel hedging policy allows us to enter into fuel derivative contracts to hedge against changes in fuel prices up to 18 months forward subject to certain financing controls. See Item 3: "Key Information—Risk Factors—Our fuel hedging strategy may not reduce our fuel costs.

Insurance

We maintain insurance policies we believe are customary in the airline industry and as required by the Mexican and U.S. aviation authorities. We maintain all insurance policies required by the aviation authorities in the markets we operate in, as well as our leasing and financing agreements. We believe that this insurance coverage is consistent with airline industry standards and appropriate to protect us from material loss in light of the activities we conduct. No assurances can be given, however, that the amount of insurance we carry will be sufficient to protect us from material losses.

In connection with our operations, we carry insurance coverage against loss and damages, including those caused by war and terrorist risks or to our passengers or third-party property, for our entire fleet of aircraft, spares and equipment. We also hold non-aviation insurance coverage that includes directors' and officers' liability, cyber risk liability, damage to property, vehicles value and liability, life and major medical expenses insurance for our employees.

Events such as conflict between Russia and Ukraine, or any future aircraft emergency, accident or similar incident even if it does not involve our airline could increase aircraft damage and liability premiums or reduce coverage scope. See Item 3: "Key Information—Risk Factors—Increases in insurance costs and/or significant reductions in coverage would harm our business, results of operations and financial condition."

Corporate Sustainability Strategy

In 2025, we continue to make efforts to advance the incorporation of our corporate sustainability strategy into business practices. The strategy is comprised of three main pillars: Environmental, Social, and Economic and Governance, which aim to direct the efforts of the business toward a sustainable future growth while simultaneously creating value for our stakeholders.

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The Environmental pillar aims to achieve our commitments related to emissions reduction and respond to regulatory requirements. We have taken the following initiatives, among others:

- Through our Fuel Saving Program, we aim to optimize our jet fuel consumption and to reduce carbon emissions. We address this goal by acquiring the best available and cost-efficient technology as part of our fleet renewal efforts. In 2025, our fleet had an average age of 6.6 years, with 66% of our aircraft being NEO and 92% equipped with sharklets, enhancing fuel efficiency and reducing CO_2 emissions per RPK. Moreover, we implement operational initiatives such as route optimization, flight techniques, reduction of auxiliary power unit usage, and reduction of onboard weight, among others.

- We also have initiatives to reduce paper and electricity consumption, reduce waste, promote recycling, and promote efforts of voluntary carbon offsetting with our customers.

- In April 2023, we announced an investment agreement alongside Indigo Partners, GenZero, Cleanhill Partners, Frontier Airlines and Wizz Air, aimed at accelerating the production of sustainable aviation fuels (SAF) through CycloKinetics, Inc. (formerly CleanJoule). SAF represents a potential lower-carbon alternative to conventional jet fuel, as it may be produced from renewable sources such as waste oils, agricultural residues and non-food crops. However, SAF is currently limited by availability, cost-competitiveness and other operational constraints, and accounted for less than 1% of global commercial aviation fuel consumption. In many cases, SAF must also be blended with conventional jet fuel. We support the development of cost-efficient SAF in Mexico and collaborate with international organizations, including ICAO and IATA, through a feasibility study for its development and use in Mexico. Our ability to incorporate SAF at scale will depend on technological developments, regulatory frameworks, supply availability and economic conditions.

- We manage our environmental programs through our Integrated Airline Management System, certified under ISO 14001 and ISO 9001, which supports compliance with applicable environmental regulations and contributes to the continuous improvement of our environmental performance. We are subject to regulatory requirements in Mexico, including those issued by the CNBV, requiring the identification, assessment, disclosure and external assurance of certain sustainability- and climate-related information, including related financial impacts. Compliance with these requirements may require enhancements to our data, controls and reporting processes. We also participate in industry initiatives, including the International Air Transport Association's (IATA) Fly Net Zero initiative; however, our ability to contribute to industry decarbonization efforts will depend on technological developments, costs, regulatory frameworks and overall business and market conditions. The Social pillar focuses on our commitment to our employees, customers and the communities in which we operate. Our labor practices are designed to promote stable labor relations and employee well-being and are supported by the Volaris Culture, which includes our vision, mission, core behaviors—credibility, respect, impartiality, camaraderie, pride and sustainability—and focus areas of safety, customer service and sustained profitability. We offer a competitive benefits program that exceeds applicable legal requirements and supports the attraction, development and retention of talent. We also maintain initiatives to monitor and promote occupational health and safety, foster a workplace free of violence and harassment, support equal opportunity, and provide ongoing training to our employees. In addition, our corporate volunteer program promotes employee engagement and community involvement. We seek to maintain positive relationships with the communities we serve. Through our "Avión Ayuda Volaris" program, we use available aircraft capacity to transport, free of charge, organs and tissues for transplant, medical personnel, volunteers and humanitarian cargo, and to support communities affected by natural disasters and other emergencies through strategic alliances. We are committed to the protection of children and adolescents traveling with us from human trafficking for commercial sexual exploitation. In 2013, we became the first airline in Latin America, and the second worldwide, to adopt "The Code," an initiative of ECPAT International. We maintain a dedicated protocol and provide ongoing training to our employees, and continue to enhance our prevention, awareness and stakeholder engagement efforts, including through our "Ojos en el Cielo" communication campaign. We also prioritize the safety, well-being and rights of our customers. We seek to comply with applicable domestic and international safety standards and maintain relevant industry certifications, including IOSA. Through our Economic and Governance pillar we developed initiatives and actions that allow us to reduce costs, optimize resources, increase operational efficiency and reliability. We also aim to lawfully engage and advocate for the creation of public policies consistent with our corporate sustainability strategy, manage our corporate reputation, and develop clear communication channels with our stakeholders. Moreover, our business values, ethics, and legality are influenced through our anti-corruption and anti-bribery practices, as well as through risk and crisis management systems, as we aim to protect information, and personal data, and transparency in all our processes.

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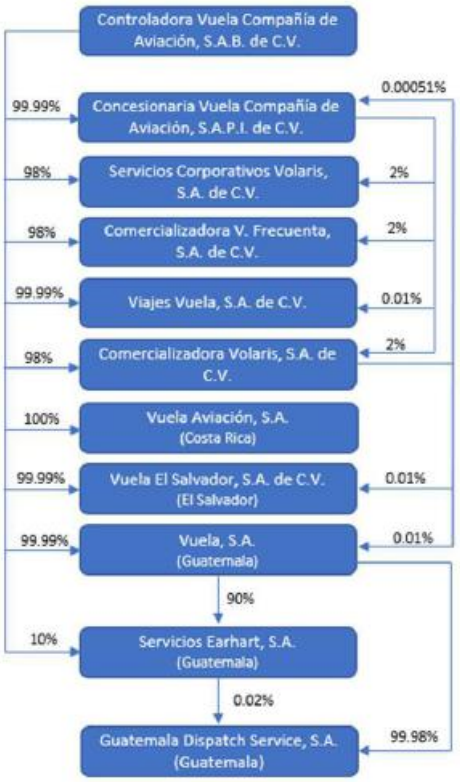
In 2025, these efforts culminated in our current inclusion in the S&P Dow Jones Best-in-Class Index, known as the Dow Jones Sustainability Index, as one of the eight airlines included worldwide.

C. Organizational Structure

The following is an organizational chart showing Volaris and its subsidiaries as well as our ownership and voting percentage in each as of the date of this annual report:



Volaris Opco is our airline operating subsidiary in Mexico and for international travel. Comercializadora is primarily engaged in our loyalty program, and other commercial

matters including marketing and advertising. Volaris Opco, Volaris and Servicios Corporativos employ some of our employees. Servicios Corporativos renders specialized services to its affiliates. Viajes Vuela performs travel agency services. Comercializadora V. Frecuenta has not started operations and may be engaged in providing air travel-related ancillary services. These subsidiaries are incorporated in Mexico. Vuela is our operating subsidiary in Guatemala and Servicios Earhart employ some of our employees in Guatemala. Vuela, Servicios Earhart and GDS are incorporated in Guatemala. Vuela Aviación is our operating subsidiary in Costa Rica and is incorporated there. Vuela El Salvador is incorporated in El Salvador. See Exhibit 21.1 to this annual report for a complete list of our subsidiaries.

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On October 5, 2021, we entered into a share transfer agreement to acquire all the capital stock of GDS through our subsidiaries Vuela and Servicios Earhart. Vuela acquired four shares that represent 80% of the subscribed and paid capital of GDS, while Servicios Earhart acquired one share that represents 20% of the subscribed and paid capital of GDS. On June 13, 2022, we increased the capital of GDS and issued 5,790 new shares, all of them acquired by our subsidiary Vuela. The current shares of Vuela represent 99.98% of the subscribed capital of GDS, while the current share of Servicios Earhart represents 0.02% of the subscribed capital of GDS. GDS holds a Certificate of Aeronautical Technical Services Operator and a Certificate / Exploitation Contract, issued by the General Directorate of Civil Aeronautics of Guatemala, which expires on July 26, 2026.

Additionally, under IFRS 10 *Consolidated Financial Statements*, we exercise control over other trusts as described below.

- Pre-delivery payments financing trusts: We have assigned our rights and obligations under our purchase agreement with Airbus with respect to certain aircraft, including our guaranteed obligation to make pre-delivery payments under such agreement to certain Mexican trusts for purposes of financing such pre-delivery payments. These trusts are as follows:

Name	Principal Activities	Country	% Equity interest 2025
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fidecomiso CIB/3853 (1)	Pre-delivery payments financing	Mexico	100.00%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fidecomiso CIB/3855 (1)	Pre-delivery payments financing	Mexico	100.00%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fidecomiso CIB/3866 (1)	Pre-delivery payments financing	Mexico	100.00%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fidecomiso CIB/3867 (1)	Pre-delivery payments financing	Mexico	100.00%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fidecomiso CIB/3921 (1)	Pre-delivery payments financing	Mexico	100.00%

(1) Effective September 2, 2025, Banco Multiva S.A. Institución de Banca Múltiple, Grupo Financiero Multiva assumed all the rights and obligations of CIBanco, S.A., Institución de Banca Múltiple.

- Trust for the first issuance of asset backed securities: On June 20, 2019, our subsidiary Volaris Opco issued 15,000,000 asset backed trust notes under the ticker VOLARCB 19 in the amount Ps.1.5 billion (U.S.$78.5 million, based on an exchange rate of Ps.19.10 to U.S.$1 on June 20, 2019) through Fideicomiso Irrevocable de Administración número CIB/3249 created by Volaris Opco. This issuance is part of a program approved by the Mexican Banking and Securities Commission (Comisión Nacional Bancaria y de Valores) (the "CNBV") for an amount of up to Ps.3.0 billion (U.S.$157.1 million based on an exchange rate of Ps.19.10 to U.S.$1 on June 20, 2019). The asset backed trust notes under the ticker VOLARCB 19 were fully amortized on June 20, 2024.

- Trust for the second issuance of asset backed securities: On October 13, 2021, our subsidiary Volaris Opco issued 15,000,000 asset backed trust notes under the ticker VOLARCB 21L in the amount of Ps.1.5 billion (U.S.$72.1 million, based on an exchange rate of Ps.20.80 to U.S.$1 on October 13, 2021) through Irrevocable Trust number CIB/3249 created by Volaris Opco. This issuance is part of a program approved by the CNBV for an amount of up to Ps.3.0 billion (U.S.$144.2 million, based on an exchange rate of Ps.20.80 to U.S.$1 on October 13, 2021).

- Trust for the third issuance of asset backed securities: On September 28, 2023, our subsidiary Volaris Opco issued 15,000,000 asset backed trust notes under the ticker VOLARCB 23 in the amount of Ps.1.5 billion (U.S.$85.8 million, based on an exchange rate of Ps.17.47 to U.S.$1 on September 28, 2023) through Irrevocable Trust number CIB/3249 created by Volaris Opco. This issuance is part of a program approved by the CNBV for an amount of up to Ps.5.0 billion (U.S.$286.2 million, based on an exchange rate of Ps.17.47 to U.S.$1 on September 28, 2023).

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Name	Principal Activities	Country	% Equity Interest 2025
Fideicomiso Irrevocable de Administración número CIB/3249 "Administrative Trust"	Asset-backed securities trustor and administrator	Mexico	100.00%

- Share-based payment trusts: We have formed the following share-based payment trusts:

Name	Principal Activities	Country	% Equity Interest 2025
Fideicomiso Irrevocable de Administración número F/745291 "Administrative Trust"	Share administration trust	Mexico	100.00%
Fideicomiso de Administración número CIB/3081 "Administrative Trust"	Share administration trust	Mexico	100.00%

- Aircraft administration trusts: We have formed the following aircraft administration trusts:

Name	Principal Activities	Country	% Equity Interest 2025

Bank of Utah, Trust N522VL	Aircraft administration trust	United States	100.00%
Bank of Utah, Trust N508VL	Aircraft administration trust	United States	100.00%

- Consolidation by control

Name	Principal Activities	Country
North Star Financing Limited(1)	Private company limited by shares	Ireland
North Star Thrust DAC(2)	Designated activity company	Ireland

(1) As of December 31, 2025, the Company does not hold any equity interest in North Star Financing Limited. However, management has determined that the Company exercises control over the entity in accordance with IFRS 10 Consolidated Financial Statements. Effective December 19, 2024, the private company limited by shares was incorporated.

(2) As of December 31, 2025, the Company does not hold any equity interest in North Star Thrust DAC. However, management has concluded that the Company exercises control over the entity in accordance with IFRS 10 - Consolidated Financial Statements. North Star Thrust DAC is a designated activity company, incorporated on August 29, 2025.

D. Property, Plants and Equipment

We lease all of our facilities at each of the airports we serve. Our leases for our terminal passenger service facilities, which include ticket counter, gate space, operations support area and baggage service offices, generally are for terms ranging from one to three years and contain provisions for periodic adjustments of lease rates. We expect to either renew these leases or find alternative space that would permit us to continue providing our services. Under the terms of these leases, we are responsible for maintenance, insurance and other facility-related expenses and services. We have also entered into use agreements at each of the airports we serve that provide for the non-exclusive use of runways, taxiways and other facilities. Landing fees under these agreements are based on the number of landings and weight of the aircraft. In addition, we sublease a hangar facility at Tijuana airport and an additional platform through June 30, 2027 and March 8, 2033, respectively.

Our primary corporate offices and headquarters are located in Mexico City at Av. Antonio Dovalí Jaime No.70, 13th Floor, Tower B, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, México City, zip code 01210, where we lease 6,656 square meters pursuant to a lease that is expected to expire in June 2031.

ITEM 4A UNRESOLVED STAFF COMMENTS

None.

ITEM 5 OPERATING AND FINANCIAL REVIEW AND PROSPECTS

A. Operating Results

You should read the following discussion of our financial condition and results of operations in conjunction with our consolidated financial statements and the notes thereto included elsewhere in this annual report. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this annual report, particularly in "Risk Factors."

Key Performance Indicators

The following measures are often provided and used by our management, analysts, and investors to enhance comparability of year-over-year results, as well as to compare results to other airlines: Revenue passenger miles, or RPMs; Average passenger revenue per booked passenger; Average non-passenger revenue per booked passenger; Total operating revenue per ASM, or TRASM; Passenger Revenue per ASMs, or RASM; Operating expenses per ASM, or CASM; CASM ex fuel, and average economic fuel cost per gallon. Average passenger revenue per booked passenger represents the total passenger revenue divided by booked passengers. The CASM ex fuel represents total operating expenses, net excluding fuel expense divided by ASMs. Average economic fuel cost per gallon represents total fuel expense net of hedging effect, divided by the total number of fuel gallons consumed. We believe this operating data is useful in reporting the operating performance of our business, however, these measures may differ from similarly titled measures reported by other companies and should not be considered in isolation or as a substitute for measures of performance in accordance with IFRS.

Description of Our Principal Line Items

Passenger Revenues

Our passenger revenues include: (i) fare revenues and (ii) other passenger revenues.

We derive our operating revenues primarily from transporting passengers on our aircraft and some tickets sold by other airlines such as Frontier. 43% of our total operating revenues were derived from passenger fares in 2025. Passenger revenues are based upon our capacity, load factor and the average passenger revenue per booked passenger. Our capacity is measured in terms of ASMs, which represents the number of seats we make available on our aircraft multiplied by the number of miles the seats are flown. Load factor, or the percentage of our capacity that is actually used by paying customers, is calculated by dividing RPMs by ASMs. The average passenger revenues per booked passenger represents the total passenger revenue divided by booked passengers.

Our most significant passenger revenue includes revenues generated from: (i) fare revenue and (ii) other passenger revenues. Other passenger services include but are not limited to fees charged for excess baggage, bookings through the call center or third-party agencies, advanced seat selection, itinerary changes, priority services (premium plus) and charters. They are recognized as revenue when the obligation of passenger transportation service is provided by the Company or when the non-refundable ticket expires on the date of the scheduled travel. 52% of our total operating revenues were derived from other passenger revenues in 2025.

We also classify as other passenger revenue "v.club" membership and other similar services, which are recognized as revenue over time when the service is provided.

Non-Passenger Revenues

The most significant non-passenger revenues include: (i) revenues from other non-passenger services described below and (ii) cargo services. In 2025, we derived U.S.$155.1 million, or 5%, of our total operating revenues from these sources. Revenues from other non-passenger services mainly include, but are not limited to, commissions charged to third parties for the sale of services. These as well as cargo services, are recognized as revenue at the time the service is provided.

We also evaluate, in each new transaction where applicable, the principal versus agent considerations concerning certain non-air travel service arrangements with third-party providers. When we determine that the underlying services are provided through third parties who are primarily responsible for providing the services, revenue for these specific non-air travel services is presented on a net basis (agent).

Proposed Transaction with Viva

On December 18, 2025, the Company and Viva entered into the Business Combination Agreement, pursuant to which, subject to the terms and conditions of the Business Combination Agreement, Viva will be merged with and into Volaris with Volaris continuing thereafter as the surviving entity. In connection with the Merger, each issued and outstanding Viva share as of the effective time of the Merger will be automatically cancelled and converted into the right to receive the applicable per-share merger consideration, consisting of Combined Company Series A Shares (in the case of Mexican Qualified Holders) or Combined Company American Depositary Shares (in the case of other holders), as specified in the Business Combination Agreement, plus any applicable cash consideration payable in lieu of fractional shares. The closing merger consideration (the "Closing Share Consideration") consists of 1,078,528,426 Combined Company Series A Shares (or the equivalent thereof in Combined Company ADSs or Combined Company Series B Shares for non-Mexican Qualified Holders). After giving effect to issuance of the Closing Share Consideration, the pre-Merger shareholders of Viva and Volaris will hold approximately 48% and 50% of the Combined Company's capital stock, respectively, with approximately 2% of the Combined Company's capital stock held in treasury to support the potential conversion of certain legacy convertible notes of Viva that will be assumed by the Combined Company in connection with the Merger. As of the date of this annual report, both Volaris and Viva shareholders have approved the Merger and related transactions contemplated under the Business Combination Agreement, with Volaris' shareholders approving the transaction at an Extraordinary General Shareholders' Meeting held on March 25, 2026, and Viva's shareholders having previously approved the Merger and related transactions by unanimous written resolutions. The completion of the Merger is subject to certain closing conditions, including required regulatory approvals (including under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, Mexican competition authorities, Colombian aviation authorities, and the Mexican foreign investment commission). As of the date of this annual report, the Company has filed the requests with the relevant authorities, and the resolutions are still pending. If completed, the Proposed Transaction is expected to have a material impact on our business, results of operations and financial condition. For more information, see "Part I, Item 3D. Risk Factors—Risks Related to the Proposed Transaction," "Part I, Item 4. Information on the Company—Proposed Transaction with Viva" and "Note 1" to the consolidated financial statements contained in Part III, Item 18 of this annual report.

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Statements of Operations data

	2023	2024	2025
Operating revenues			
Passenger revenues:			
Fare revenues	51%	48%	43%
Other passenger revenues	45%	48%	52%
Non-passenger revenues:			
Other non-passenger revenues	3%	3%	4%
Cargo	1%	1%	1%
Total operating revenues	100%	100%	100%
Other operating income	(2)%	(7)%	(7)%
Fuel expense	36%	28%	29%
Landing, take-off and navigation expenses	15%	16%	18%
Salaries and benefits	12%	13%	15%
Depreciation of right of use assets	11%	13%	15%
Aircraft and engine variable lease expenses	3%	4%	6%
Sales, marketing and distribution expenses	5%	6%	5%
Maintenance expenses	3%	3%	4%
Other operating expenses	6%	5%	4%
Depreciation and amortization	4%	6%	7%
Total operating expenses, net	93%	87%	96%
Operating income	7%	13%	4%
Finance income	1%	2%	2%
Finance cost	(7)%	(9)%	(10)%
Foreign exchange (loss) gain, net	(1)%	0%	0%
(Loss) income before income tax	0%	6%	(4)%
Income tax benefit (expenses)	0%	(2)%	0%
Net (loss) income	0%	4%	(4)%

Revenue Recognition

Passenger revenues

Revenues from the air transportation of passengers are recognized when (i) the service is provided or (ii) when the non-refundable ticket expires on the date of the scheduled travel.

Ticket sales for future flights are initially recognized as contract liabilities under the caption "unearned transportation revenue" and, once we provide the transportation service or when the non-refundable ticket expires at the date of the scheduled travel, the earned revenue is recognized as passenger ticket revenues and the unearned transportation revenue is reduced by the same amount. All of our tickets are non-refundable; however, certain tickets may be changed upon payment of a fee.

The most significant passenger revenue includes revenues generated from: (i) fare revenue and (ii) other passenger revenues. Other passenger services include but are not limited to fees charged for excess baggage, bookings through the call center or third-party agencies, advanced seat selection, itinerary changes, priority services (premium plus) and charters. They are recognized as revenue when the obligation of passenger transportation service is provided by us or when the non-refundable ticket expires at the date of the scheduled travel.

We also classify as other passenger revenues "v. club" membership and other similar services, which are recognized as revenue over time when the service is provided.

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Non-passenger revenues

The most significant non-passenger revenues include: (i) revenues from other non-passenger services described below and (ii) cargo services.

Revenues from other non-passenger revenues mainly include but are not limited to, commissions charged to third parties for the sale of services. These as well as cargo services, are recognized as revenue at the time the service is provided.

We also evaluate, in each new transaction where applicable, the principal versus agent considerations concerning certain non-air travel service arrangements with third-party providers. When we determine that the underlying services are provided through third parties who are primarily responsible for providing the services, revenue for these specific non-air travel services is presented on a net basis (agent).

We are also required to collect certain taxes and fees from customers on behalf of government agencies and airports and remit these to the applicable governmental entity or airport on a periodic basis. These taxes and fees include value added tax, federal transportation taxes, federal security charges, airport passenger facility charges, and foreign arrival and departure taxes. These charges are collected from customers at the time they purchase their tickets but are not included in passenger revenue. We record a liability when we receive payment from the customer and discharge the liability when payments are remitted to the applicable governmental entity or airport.

Contract with FEMSA

On January 23, 2023, through our subsidiary Volaris Opco, we entered into an agreement with Lealtad Mercadotecnia y Conocimientos Agregados, S.A.P.I. de C.V. (the "Supplier"), a subsidiary of Fomento Económico Mexicano, S.A.B. de C.V. (FEMSA). Under this agreement, Volaris Opco became a participating company in a coalition that integrated a Loyalty Program called "SpinPremia®", established and managed by the supplier. This program offered exclusive benefits to its users, allowing them to accumulate and redeem reward points with OXXO and Volaris.

Under the "Spin Premia" agreement customers participating in this program were entitled to accumulate or redeem points when they purchased goods or used services with any of the companies that are part of the coalition.

The points accumulated for the services we provided were recorded as a reduction in revenues. The points redeemed for our services were recorded as deferred revenue until the time when the service was provided, or the points expired. The value of points was determined according to contractual conditions between us and FEMSA.

On June 30, 2025, through our subsidiary Volaris Opco, we terminated our coalition agreement with Lealtad Mercadotecnia y Conocimientos Agregados, S.A.P.I. de C.V.

Operating Expenses, net

Our operating expenses consist of the following line items.

Other Operating Income. Other operating income includes gains from sale and leaseback transactions and the compensation received from the manufacturer related to preventive accelerated inspections for the GTF engines.

Fuel expense. Fuel expense is our single largest operating expense. It includes the cost of fuel, fueling into-plane fees and transportation fees. It also includes realized gains and losses that arise from any fuel price derivative activity qualifying for hedge accounting.

Landing, Take-off and Navigation Expenses. Landing, take-off and navigation expenses include airport fees, handling charges, rents, and variable facility-related costs, such as the fees charged by airports for the use or lease of airport facilities, as well as costs associated with ground handling services provided by specific suppliers. These expenses also include route charges, which are the costs incurred for the use of a country's or territory's airspace, which are typically levied based on the distance flown through that airspace.

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Depreciation of right–of–use assets. Depreciation of right-of-use assets includes the depreciation of all aircraft and engine leases and some land and building leases that qualify under IFRS 16.

Under IFRS 16, at the commencement date of a lease, a lessee recognizes a liability for making lease payments (*i.e.*, the lease liability) and an asset representing the right to use the underlying asset during the lease term (*i.e.*, the right-of-use asset). Lessees are required to separately recognize the interest expense on the lease liability and the depreciation expense on the right-of-use asset. Lessees are also required to remeasure the lease liability upon the occurrence of certain events (*e.g.*, changes in the scope of the lease agreement). The lessee generally recognizes the amount of remeasurement as a change in the lease liability and the right-of-use asset. In addition, for leases denominated in a foreign currency other than our functional currency the lease liability will be remeasured at each reporting date, using the foreign exchange of the period.

Salaries and Benefits. Salaries and benefits expenses include salaries, hourly wages, employee health insurance coverage, and variable compensation provided to employees for their services, as well as the related expenses associated with employee benefit plans and employer payroll taxes.

Maintenance Expenses. Maintenance expenses include all parts, materials, repairs and fees for repairs performed by third party suppliers directly required to maintain our fleet. It excludes the direct labor cost of our own mechanics, which is included under salaries and benefits and only includes routine and ordinary maintenance expenses. Major maintenance expenses are capitalized and subsequently amortized as described in "Depreciation and Amortization."

Sales, Marketing and Distribution Expenses. Sales, marketing, and distribution expenses consist of advertising and promotional expenses directly related to our services, including the cost of web support, call center services, travel agent commissions, and credit card discount fees that are associated with the sale of tickets and other products and services.

Aircraft and Engine Variable Lease Expenses. Aircraft and engine variable expenses primarily include the estimated return costs of our fleet, which are determined in accordance with IAS 37, which in no case are related to scheduled major maintenance. Additionally, aircraft and engine variable lease expenses include the maintenance deposit we pay to the lessor as maintenance reserves, when we determine that we will not recover such deposits in whole or in part. In these cases, we record these amounts as supplemental rents in the statements of operations from the time the determination is made through the remaining lease term.

Other Operating Expenses. Other operating expenses include: (i) administrative and operational support expenses, (ii) technology and communications and (iii) insurance expenses.

Depreciation and Amortization. Depreciation and amortization expense includes the depreciation of all owned flight equipment, furniture, and other equipment, as well as leasehold improvements related to flight equipment. It also includes the amortization of major maintenance events that are accounted for under the deferral accounting method. These deferred costs, related to the aging of our fleet, are amortized over the shorter of the period until the next scheduled major maintenance event or the remaining term of the lease.

A common measure of per unit costs in the airline industry is cost per available seat mile (CASM). The following table shows the breakdown of CASM for the periods indicated:

For the years ended December 31,

	2023	2024	2025
		(In dollars cents)	
Other operating income	(0.1)	(0.6)	(0.6)
Fuel expense	3.0	2.6	2.5
Landing, take-off and navigation expenses	1.3	1.4	1.5
Salaries and benefits	1.0	1.2	1.2
Depreciation of right of use assets	0.9	1.2	1.2
Aircraft and engine variable lease expenses	0.3	0.4	0.5
Sales, marketing and distribution expenses	0.4	0.5	0.4
Maintenance expenses	0.3	0.3	0.4
Other operating expenses	0.4	0.5	0.3
Depreciation and amortization	0.3	0.5	0.6
Total operating expenses, net	7.8	8.0	8.0

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Trends and Uncertainties Affecting Our Business

We believe our operating and business performance is driven by various factors that affect airlines and their markets, trends affecting the broader travel industry, and trends affecting the specific markets and customer base that we target. The following key factors may affect our future performance.

Continued conflict between Russia and Ukraine and the conflict in the Middle East. Following the geopolitical crisis in Eastern Europe, on February 21, 2022, the Russian Federation recognized the independence of the Ukrainian separatist regions of Donetsk and Luhansk in the Donbas region. The next day, the Federal Council of Russia authorized use of military force abroad, which triggered an invasion of Ukraine by the Russian Armed Forces on February 24, 2022.

The invasion was widely condemned internationally with several sanctions being imposed against Russia and Belarus. As a result, the global markets reacted negatively, with fuel prices surging to their highest level since 2008 amid global concerns on the commodity supply, affecting costs for the aviation industry in 2022. However, according to IATA, as of 2023, the war in Ukraine has not yet significantly impacted the profitability of most airlines. Nonetheless, if the conflict - escalates, it holds the potential for adverse effects on the global aviation industry. Political conflicts are already impacting global trade and could potentially lead to a downturn in aviation.

Moreover, the escalation of conflict in the Middle East, triggered by attacks between Israel and Iran in April 2024, has heightened geopolitical tensions in the region. This direct confrontation between Iran and Israel marks a significant escalation in their long-standing political and religious tensions. The uncertainty surrounding the conflict and the potential responses of each country has reverberated throughout the financial markets. Notably, the price of Brent crude oil surged to over U.S.$90 per barrel reaching its highest level since the Gaza Strip conflict in October 2023. This uptick in oil prices poses a significant risk to the aviation industry.

The Iran-Israel conflict has broader implications beyond the immediate region, and the tensions between these two nations have the potential to impact other countries in the Middle East and beyond, with the possibility of the conflict further exacerbating geopolitical instability and economic uncertainty globally.

The military conflict between Iran, Israel, and the United States, which escalated sharply in February 2026, poses an immediate threat to global geopolitical and economic stability. The targeting of Iranian leadership and subsequent retaliatory strikes have disrupted energy transit through the Strait of Hormuz and caused widespread regional airspace closures. These developments have triggered significant volatility in global energy and financial markets, with a prolonged confrontation risking global recession and heightened inflation.

A prolonged or escalating conflict in Iran and the Middle East could further disrupt global energy markets and cause aircraft fuel prices to remain elevated or raise prices even higher. We cannot predict the future availability, price volatility or cost of aircraft fuel, or how long current or future conflicts will last or their ultimate impact on global energy markets. Moreover, even if the conflict in Iran and the Middle East subsides or ends, there may be lasting disruptions to fuel production, including related infrastructure and transportation. Due to the large proportion of aircraft fuel costs in our total operating cost base, even a relatively small increase or decrease in the price of aircraft fuel can have a significant negative impact on our operating costs or revenues and on our business, results of operations and financial condition. The recent spike in the price of aircraft fuel resulting from the conflicts in Iran and the Middle East is expected to have an immediate and substantial negative impact on our results of operations.

The airline industry is impacted by the price and availability of fuel. Fuel is our largest cost, representing 31% of our total operating expense in 2025, and continuous volatility in fuel costs or significant disruptions in the supply of fuel could have a material adverse effect on our business, statements of operations and financial position.

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Since the contractual agreements with jet fuel suppliers include reference to jet fuel index, we are exposed to fuel price risk which might have an impact on the forecasted consumption volumes. Our jet fuel risk management policy aims to provide us with protection against increases in jet fuel prices. In an effort to mitigate fuel price risk, the risk management policy allows the use of derivative financial instruments available on over the counter ("OTC") markets with approved counterparties and within approved limits.

We cannot assure that this macroeconomic disruption would not adversely affect our financial performance since we can neither control nor accurately predict the performance of fuel prices in the global markets or its availability in the airports in which we operate. Due to the large proportion of fuel costs in our total operating cost base, even a relatively small increase in the price of fuel can have a significant negative impact on our operating expenses and on our business, results of operations and financial condition.

Along with the cost pressure due to the higher fuel price, this major disruption in the global economy has also raised concerns regarding inflationary pressures and the global economic growth rate. Such disruption in inflation indexes could affect our cost in the near future, as several contracts are subject to annual adjustments based on historical inflation ratios. A reduction in the economy's growth pace could also adversely impact demand for air transport services, potentially affecting our financial performance.

Economic Conditions in Mexico. Mexico's GDP is expected to grow by 1.9% per year for the next ten years according to the Mexican Central Bank, compared to a 2.0% annual growth rate for the United States during the same period as reported by the U.S. Federal Reserve. See "Key Information—Risk Factors—Risks Related to the Airline Industry."

In terms of population dynamics as of 2020, the INEGI intercensal survey revealed that approximately 34% of the Mexican population was under 20 years of age. This presents a favorable outlook as it provides a solid foundation for potential passenger growth. Furthermore, the inflation rate in Mexico in 2025 was 3.69%, based on data from the INEGI. Despite this inflation rate, as of December 31, 2025, Mexico's international reserves were U.S.$251.9 billion.

Competition. The airline industry is highly competitive. The principal competitive factors in the airline industry are fare pricing, total price, flight schedules, aircraft type, passenger amenities and related services, number of routes served from a city, customer service, safety record and reputation, code-sharing relationships and frequent flier programs and redemption opportunities. Our current and potential competitors include traditional legacy airlines, low-cost carriers, regional airlines and new entrant airlines, such

as New Mexicana de Aviación. We typically compete in markets served by legacy carriers and other low-cost carriers, and, to a lesser extent, regional airlines. Some of our current or future competitors may have greater liquidity and access to capital and may serve more routes than we do.

Our main competitive advantages are our low base fares and our focus on VFR travelers, leisure travelers and cost-conscious business travelers. These low base fares are facilitated by our low CASM, which is the lowest among Latin American publicly traded airlines. In 2025, our CASM was U.S. 8.04 cents, compared to an average non-stage length adjusted CASM of U.S. 11.12 cents for the other Latin American publicly traded airlines, including Aeroméxico, Copa, and LATAM. We also have lower costs than our U.S.-based publicly traded target market competitors, including Alaska, Allegiant, American, Delta, Frontier, JetBlue, Southwest, and United, which had an average non-stage-length adjusted CASM of U.S. 16.77 cents in 2025.

Our main competitors in Mexico are Grupo Aeroméxico and Aeroenlaces Nacionales. Internationally, we compete with Grupo Aeroméxico, Aeroenlaces Nacionales and many U.S.-based carriers, including Alaska, American, Delta and United. In the Mexico - Central America market, our main competitors are Grupo Aeroméxico and Avianca, while in the Central America - U.S. market our main competitors are Avianca and Delta. In the Mexico - South America market our main competitors are Grupo Aeroméxico, Aeroenlaces Nacionales and LATAM.

In 2025, the two Mexican ultra low-cost carriers, Volaris and Aeroenlaces Nacionales, held 73.5% of the domestic market based on passenger flight segments. Volaris had 34.0% of the domestic market, according to the AFAC.

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As of December 31, 2025, the number of commercial aircraft in service in Mexico increased to 433, as compared to 389 as of December 31, 2024, according to AFAC. This 11% increase was comprised mainly of narrow body aircraft, including 64 Airbus A320neos, 100 Airbus A320s, 44 Boeing 737s, 48 Airbus A321neos and 21 Airbus A321s.

As of December 31, 2025, AFAC reports indicate that Grupo Aeroméxico's subsidiaries Aeroméxico and Aeroméxico Connect, had fleets of 132 and 34 aircraft, respectively, as compared to 114 and 37, respectively, as of December 31, 2024.

In April 2023, Interjet declared bankruptcy in Mexico.

Aeroenlaces Nacionales, our largest competitor by domestic market share in 2025, increased its fleet from 96 as of December 31, 2024 to 101 as of December 31, 2025, according to AFAC.

As of 2025, our international market share considering all airlines flying internationally to and from Mexico, increased 0.4pp to 11.8%, compared to our market share in December 2024. We also face domestic competition from ground transportation alternatives, primarily long-distance bus companies. There is a large bus industry in Mexico, with total passenger segments of approximately 3.1 billion in 2024, of which approximately 84.6 million were executive and luxury passenger segments, according to the SICT in Mexico and which could include both long- and short-distance travel. We set certain of our promotional fares at prices lower than bus fares for similar routes in order to stimulate demand for air travel among passengers who in the past have traveled long distances primarily by bus. There are limited passenger rail services in Mexico.

Our main competitors for the international routes between Mexico and the United States are Grupo Aeroméxico, Alaska, American, Delta and United. We reached 44.9% market share on the routes that we operate and 15.6% market share considering all routes between Mexico and the United States in 2025, according to the AFAC.

Seasonality and Volatility. Our results of operations for any interim period are not necessarily indicative of those for the entire year because our business is subject to seasonal fluctuations. We generally expect demand to be greater during the summer, during December and around Easter, which can fall either in the first or second quarter, compared to the rest of the year. Our business is also volatile and highly affected by economic cycles and trends. Consumer confidence and discretionary spending, fear of terrorism or war, health outbreaks, weakening economic conditions, fare initiatives, fluctuations in fuel prices, labor actions, weather and other factors have resulted in significant fluctuations in our revenues and results of operations in the past. We believe, however, that demand for business travel historically has been more sensitive to economic pressures than demand for low-price leisure and VFR travel, which are the primary markets we serve.

Fuel. Fuel costs represent the single largest operating expense for most airlines, including ours, and accounted for 38%, 33%, and 31%, of our total operating expenses for 2023, 2024, and 2025, respectively. Fuel availability and pricing are subject to refining capacity, periods of market surplus and shortage, and demand for heating oil, gasoline and other petroleum products, as well as economic, social and political factors and other events occurring throughout the world, which we can neither control nor predict. For 2026, we expect the fuel prices to remain volatile due to uncertainties regarding the political and macroeconomic environment.

Since the contractual agreements with jet fuel suppliers include reference to jet fuel index, we are exposed to fuel price risk which might have an impact on the forecasted consumption volumes. Our jet fuel risk management policy aims to provide us with protection against increases in jet fuel prices. In an effort to mitigate fuel price risk, the risk management policy allows the use of derivative financial instruments available on OTC markets with approved counterparties and within approved limits.

The sensitivity analysis provided below presents the impact of a change of U.S.$0.01 per gallon in fuel market spot price in our financial performance. Considering these figures, an increase of U.S.$0.01 per gallon in the fuel prices during 2023, 2024 and 2025 would have impacted our operating expenses by U.S.$3.7 million, U.S.$3.2 million and U.S.$3.4 million, respectively.

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	For the years ended December 31,		
	2023	2024	2025
	Operating costs	Operating costs	Operating costs
	(In thousands of U.S. dollars)		
+ U.S. $0.01 per gallon	3,719	3,227	3,400
- U.S. $0.01 per gallon	(3,719)	(3,227)	(3,400)

We proactively aim to mitigate this impact through our risk management policy, through efficient hedging strategies focused on specific time periods. Our ability to pass on any significant increase in fuel costs through fare increases is limited by our ultra-low-cost business model and market high elasticity to price.

As of December 31, 2025, the Company held US Gulf Coast Jet Fuel 54 Asian call options, designated to hedge 2,986 thousand gallons, representing a portion of the projected fuel consumption for the second quarter of 2026.

Our fuel cost is referenced mainly to Core Jet Kero 54 USGC and Core Jet Kero Los Angeles CA, which are the commodities utilized to determine the cost of the fuel provided by most of our suppliers. As of December 31, 2025, we purchased most of the domestic fuel under the ASA fuel service contract, and our international fuel under the World Fuel Services, AvFuel, Shell, BP Products North America, Chevron, Associated Energy Group, Puma Energy Group, Total Energies and Titan fuel service contracts. The cost and future availability of fuel cannot be predicted with any degree of certainty.

The airline industry is impacted by the price and availability of fuel. Fuel is our largest cost, representing 31% of our total operating expense in 2025, and continuous

volatility in fuel costs or significant disruptions in the supply of fuel could have a material adverse effect on our business, statements of operations and financial position.

Currency fluctuations. The value of the U.S. dollar has been subject to significant fluctuations with respect to the Mexican peso in the past and may be subject to significant fluctuations in the future. If the Mexican peso depreciates against the U.S. dollar, our operating demand could be adversely affected.

We manage our foreign exchange risk exposure by a policy of matching, to the extent possible, receipts and local payments in each individual currency. However, we are exposed to fluctuations in exchange rates between the U.S. dollar and the peso.

As of December 31, 2023, 2024 and 2025, our net liability monetary position in Mexican pesos and other currencies denominated in U.S. dollars was U.S.$0.2 billion, U.S.$0.4 billion and U.S.$0.3 billion, respectively. In 2023, 2024 and 2025, as a consequence of either the appreciation or depreciation of the U.S. dollar against the peso, and our net monetary liability position in Mexican peso and other currencies, we recorded foreign exchange (loss) gains of U.S.$(34.1) million, U.S.$13.7 million, and U.S.$13.1 million, respectively.

Maintenance Expenses. We are required by the Civil Aviation Authorities to conduct several levels of aircraft and engine maintenance to maintain its airworthiness condition and also comply with lease contracts, which involve significantly different labor and materials inputs. Maintenance requirements depend on the age and type of aircraft and the route network over which it operates (utilization). Fleet maintenance requirements may include preventive maintenance tasks based on manufactures recommendations, for example, component checks, airframe and systems checks, periodic major maintenance and engine checks. Aircraft maintenance and repair consists of routine and non-routine tasks and are divided into three general categories:

(i) Routine line maintenance requirements consist of scheduled maintenance checks on our aircraft, including pre-flight, daily, weekly checks, any diagnostics and routine repairs and any unscheduled maintenance is performed as required. These types of maintenance events are normally performed by Volaris trained mechanics and are primarily completed at the main airports that we currently serve supported by sub-contracted companies.

- Other maintenance activities, are sub-contracted to certified business partners, repair and overhaul organizations. Routine maintenance also includes scheduled tasks that can typically take from six to 15 days to accomplish and are required between every 24 or 36 months, such as 24-month checks and C checks. All maintenance costs are expensed as incurred.

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(ii) Major maintenance for the aircraft consists of a series of more complex tasks, including structural checks for the airframe.

- Major maintenance is accounted for under the deferral method, whereby the costs of major maintenance, major overhauls and repairs are capitalized as leasehold improvements to flight equipment and amortized over the shorter period of the next major maintenance event or the remaining contractual lease term

  The next major maintenance event is estimated based on assumptions including estimated time of usage. The FAA and the AFAC authorized maintenance intervals and average removal times as recommended by the aircraft and components manufacturers of our fleet.

  These assumptions may change based on changes in the utilization of aircraft, changes in government regulations and recommended manufacturer maintenance intervals. In addition, these assumptions can be affected by unplanned events that could damage an airframe, engine, or major component to a level that would require a heavy maintenance event prior to a scheduled maintenance event. To the extent the planned usage increases, the estimated life would decrease before the next maintenance event, resulting in additional expense over a shorter period.

(iii) We have a power-by-the hour agreement for component services, which guarantees the availability of aircraft components for our fleet when they are required. It also provides aircraft components that are included in the redelivery conditions of the contract (hard time) with a fixed price at the time of redelivery. The monthly maintenance cost associated with this agreement is recognized as incurred in the consolidated statements of operations.

- We have an engine flight hour agreement (repair agreement), that guarantees a cost for the engines shop visits, provides miscellaneous engine coverage, supports the cost of foreign objects damage events, ensures protection from annual escalations, and grants credit for certain scrapped components. The cost associated with the miscellaneous engine coverage is recorded monthly as incurred in the consolidated statements of operations.

Due to the young age of our fleet, 6.6 years on average as of December 31, 2025, maintenance expense in 2023, 2024, and 2025, remained relatively low. For the years ended December 31, 2023, 2024, and 2025, we capitalized major maintenance events as part of leasehold improvements to the flight equipment by the amount of U.S.$139.8 million, U.S.$129.4 million, and U.S.$90.9 million respectively. For the years ended December 31, 2023, 2024, and 2025, the amortization of these deferred major maintenance expenses was U.S.$114.9 million, U.S.$150.6 million, and U.S.$157.4 million, respectively. The amortization of deferred maintenance expenses is included in depreciation and amortization rather than total maintenance costs as described in "Other Accounting Polices and Estimates." In 2023, 2024, and 2025 total maintenance expenses amounted to U.S.$98.4 million, U.S.$100.4 million, and U.S.$129.9 million, respectively. As the fleet ages, we expect that maintenance costs will increase in absolute terms. The amount of total maintenance costs and related amortization of heavy maintenance expense is subject to many variables such as future utilization rates, average stage length, the size and makeup of the fleet in future periods and the level of unscheduled maintenance events and their actual costs. Accordingly, we cannot reliably quantify future maintenance expenses for any significant period. However, we estimate that based on our scheduled maintenance events, current major maintenance expense and maintenance-related amortization expense will be approximately U.S.$309 million and U.S.$190 million, respectively, in 2026.

Maintenance Deposits Paid to Lessors. Certain of our lease agreements require us to pay maintenance deposits to aircraft lessors in order to guarantee major maintenance work. These deposits are recorded as a guaranteed deposit in our consolidated statements of financial position. See Item 5: "Other Accounting Policies and Estimates."

Ramp-up Period for New Routes. We opened 58 new routes, 18 new routes, and 35 new routes, during 2023, 2024, and 2025, respectively. As we continue to grow, we would expect to continue to experience a lag between when new routes are put into service and when they reach their full profit potential. See Item 3: "Key Information—Risk Factors—Airline consolidations and reorganizations could adversely affect the industry."

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Critical Accounting Estimates

The following discussion and analysis of our consolidated financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with IFRS. The preparation of these consolidated financial statements requires us to make estimates and judgments that affect the reported amount of assets and liabilities, revenues and expenses, and related disclosure of supplemental assets and liabilities at the date of our consolidated financial statements. Note 2 to our consolidated financial statements included herein provides a detailed discussion of our material accounting policies.

Critical accounting policies are defined as those policies that reflect significant judgments or estimates about matters that are both inherently uncertain and material to our consolidated financial position or consolidated results of operations.

Return obligations.

Our aircraft and engine lease agreements require specific return conditions, which are described as follows:

a) Modifications to the underlying asset to meet the return conditions stipulated in the lease agreement, typically related to aircraft standardization and painting which can be reasonably estimated at the beginning of the lease agreement. These costs are initially recognized at present value as part of the right-of-use assets.

b) Aircraft components (airframe, APU and landing gears) and engines (overhaul and limited life parts) must be returned to lessors under specific conditions of maintenance. Return costs, which are not related to scheduled major maintenance, are estimated and recognized ratably as a provision from the time it becomes probable that such costs will be incurred and they can be reliably estimated. These return costs are recognized as a component of variable lease expenses and the provision is remeasured and presented as part of other liabilities, through the remaining lease term. We estimate the provision related to aircraft components and engines using certain assumptions, which include the projected usage of the aircraft and the expected costs of maintenance tasks to be performed. This provision is made in relation to the present value of the expected future costs of meeting the return conditions.

As a result of the aircraft and engine lease extension agreements entered into during the year ended December 31, 2025, we reassessed our return liabilities. The effects of this remeasurement were presented as part of the variable lease expenses for aircraft and engines in our consolidated statements of operations. For the years ended December 31, 2023, 2024, and 2025, we recorded net redelivery expenses of U.S.$103.8 million, U.S.$135.2 million, and U.S.$196.1 million, respectively.

Other Accounting Policies and Estimates

Other accounting policies and estimates used in the preparation of our Consolidated Statement of Financial Position and Consolidated Statement of Operations are presented as follows:

Deposits for flight equipment maintenance paid to lessors

Certain of our lease agreements include an obligation to pay maintenance deposits to aircraft lessors in order to guarantee major maintenance events.

These lease agreements set forth that maintenance deposits are reimbursable to us upon completion of the maintenance event in an amount equal to the lesser of (i) the amount of the maintenance deposits held by the lessor associated with the specific maintenance events or (ii) the qualifying costs related to the specific maintenance events.

Substantially all major maintenance deposits are calculated based on the use of leased aircraft and engines (flight hours or operating cycles). We paid U.S.$52.6 million, U.S.$16.8 million, and U.S.$5.0 million, in maintenance deposits, net of reimbursements, to our lessors for the years ended December 31, 2023, 2024, and 2025, respectively.

Maintenance deposits that we expect to recover from lessors are presented as security deposits in the consolidated statement of financial position.

According to the terms of the corresponding lease agreement, in each contract we evaluate whether major maintenance of the leased aircraft and engines is expected to be carried out. In the event that major maintenance is not expected to be performed at our own account, the deposit is recorded as a variable lease payment, since it represents part of the use of the leased goods and is determined based on time or flight cycles. For the years ended December 31, 2023, 2024, and 2025, we recorded supplemental lease payments of U.S.$83.5 million, U.S.$114.3 million, and U.S.$ 179.0 million, respectively.

When modifications are made to lease agreements that result in an extension of the lease term, maintenance deposits previously recognized as variable lease payments may be reclassified as recoverable deposits and presented as recoverable assets at the modification date.

Certain aircraft lease agreements do not require advance payment of maintenance deposits to lessors as security for major maintenance activities; accordingly, no guarantee deposits are recorded or paid for these aircraft.

Some of these lease agreements include the obligation to make maintenance adjustment payments to lessors at the end of the lease period. These maintenance adjustments cover maintenance events that are not expected to be performed before the termination of the lease; for such agreements, we accumulate a liability related to the amount of the costs that will be incurred at the end of the lease, since no maintenance deposits have been made.

As of December 31, 2023, 2024, and 2025, we had prepaid maintenance deposits of U.S.$417.1 million, U.S.$382.8 million, and U.S.$314.8 million, respectively, recorded in our consolidated statements of financial position. We currently expect that, subject to the provisions of each lease agreement, these prepaid maintenance deposits are likely to be recovered primarily because there is no rate differential between the maintenance deposit payments and the expected cost for the related next maintenance event that the deposits serve to collateralize.

During the year ended December 31, 2023, we extended the lease period for aircraft and engines, through lease agreements for nine aircraft and six engines. During the year ended December 31, 2024, we extended the lease period for aircraft and engines, through lease agreements for ten aircraft and two engines. During the year ended December 31, 2025, we extended the lease period for six aircraft through lease agreements.

During the years ended December 31, 2023, 2024, and 2025, we added 13, 14, and 16 net new aircraft to our fleet, respectively. The lease agreements of these aircraft do not require the obligation to pay maintenance deposits to lessors in advance in order to ensure major maintenance activities, so we do not record guarantee deposits regarding these aircraft. However, some of these agreements provide the obligation to make a maintenance adjustment payment to the lessors at the end of the contract period. This adjustment covers maintenance events that are not expected to be made before the termination of the contract. We recognize this cost as supplemental rent during the lease term of the related aircraft, in the consolidated statements of operations.

Aircraft and Engine Maintenance. We account for major maintenance under the deferral method, whereby the cost of major maintenance, major overhaul and repair is capitalized (leasehold improvements to flight equipment) and amortized over the shorter of the period to the next major maintenance event or the remaining contractual lease term. The next major maintenance event is estimated based on assumptions including estimated usage maintenance intervals mandated by the FAA in the United States and the AFAC in Mexico and average removal times recommended by the manufacturer. These assumptions may change based on changes in the utilization of aircraft, changes in government regulations and changes in recommended manufacturer maintenance intervals. In addition, these assumptions can be affected by unplanned events that could damage an airframe, engine, or major component to a level that would require a heavy maintenance event prior to a scheduled maintenance event. To the extent the planned usage increases, the estimated useful life would decrease before the next maintenance event, resulting in additional expense over a shorter period.

In 2023, 2024, and 2025, we capitalized costs of major maintenance events of U.S.$139.8 million, U.S.$129.4 million, and U.S.$90.9 million, respectively and we recognized amortization expenses of U.S.$114.9 million, U.S.$150.6 million, and U.S.$157.4 million, respectively. The amortization of maintenance cost expenses is recorded as part of depreciation and amortization in our consolidated statements of operations.

In August 2012, we entered into a total support agreement with LHT, as amended in December 2016, that expires December 2031, which includes a total component support agreement (power-by-hour) and ensures the availability of aircraft components for our fleet when they are required. The cost of the total component support agreement is applied monthly to our results of operations.

During December 2017, we entered into an updated total support agreement for 66 months, with an effective date on July 1, 2018. This agreement includes similar terms and conditions from the original agreement.

As part of this total support agreement, we received credit notes of U.S.$5.0 million in 2022 and of U.S.$1.5 million in 2017, which are being amortized on a straight-line basis, prospectively during the term of the agreement. During 2023, 2024, and 2025, we amortized a corresponding benefit from these credit notes of, U.S.$0.5 million, U.S.$0.5 million, and U.S.$0.5 million, respectively, which is recognized as an offset to maintenance expenses in the consolidated statements of operations as a reduction of maintenance expenses.

Fair Value. The fair value of our financial assets and financial liabilities recorded in the consolidated statements of financial position cannot be derived from active markets. They are determined using valuation techniques such as the discounted cash flow model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values. The judgments include considerations of inputs such as liquidity risk, credit risk and expected volatility. Changes in assumptions regarding these factors could affect the reported fair value of financial instruments.

Gains and Losses on Sale and Leaseback. We enter into sale and leaseback agreements whereby an aircraft or engine is sold to a lessor upon delivery and the lessor agrees to lease such aircraft or engine back to us.

During the years ended December 31, 2023, 2024, and 2025, we sold and transferred aircraft to third parties, giving rise to a gain of U.S.$8.3 million, U.S.$32.2 million, and U.S.$29.3 million, respectively, that was recorded as other operating income in the consolidated statements of operations.

Share-based payments

Long Term Incentive Plan (LTIP)

- Share purchase plan (equity-settled)

Certain key executives receive additional benefits through a share purchase plan denominated in Restricted Stock Units ("RSUs"), which has been classified as an equity-settled share-based payment. The cost of the equity-settled share purchase plan is measured at the grant date, considering the terms and conditions on which the share options were granted. The equity-settled compensation cost is recognized in the consolidated statement of operations under the caption of salaries and benefits, over the required service period.

- SARs plan (cash settled)

We granted SARs to key executives, which entitle them to a cash payment after a service period.

The cash payment amount is determined based on the increase in Volaris' share price between the grant date and the exercise date. The liability for the SARs is measured initially and at the end of each reporting period until settlement at the fair value of the SARs, considering the terms and conditions under which they were granted.

The compensation cost is recognized in the consolidated statement of operations under the caption of salaries and benefits, over the required service period.

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The cost of the SARs plan is measured initially at fair value at the grant date. This fair value is expensed over the period until the vesting date with recognition of a corresponding liability. Similar to the equity settled awards described above, the valuation of cash settled award also requires using similar inputs, as appropriate.

Board of Directors Incentive Plan (BoDIP)

Certain members of the Board of Directors receive additional benefits through a share-based plan, which has been classified as an equity-settled share-based payment and therefore accounted under IFRS 2 "Share-based payment".

In April 2018, the Board of Directors authorized a Board of Directors Incentive Plan "BoDIP", for the benefit of certain board members.

The BoDIP grants options to purchase shares of the Company or CPOs over a five-year period, with the exercise price determined on the grant date. Under this plan, no service or performance conditions are required for board members to exercise the option to purchase shares; therefore, they have the right to request delivery of such shares upon making the corresponding payment. During the years ended 2023 and 2025, certain board members exercised their stock options. During the year ended 2024, board members did not exercise these purchase options. In accordance with the terms of the plan, Volaris is entitled to receive the proceeds from the sale of these shares. The number of forfeited shares during the end of the years as of December 31, 2023, 2024 and 2025, was 586,263, 807,255 and 1,898,603, respectively.

For such purposes on August 29, 2018, the Fideicomiso Irrevocable de Administración número CIB/3081 was created by Volaris, which acted as trustee and CIBanco, S.A., Institucion de Banco Multiple as trustor. The number of shares held as of December 31, 2023, 2024 and 2025 available to be exercised is 4,781,769, 3,388,251 and 1,138,384, respectively and are included in treasury shares.

In April 2023, our Annual General Shareholders' Meeting modified the terms of the BoDIP. Effective as of 2023 certain members of the Board of Directors receive additional benefits through a stock-based plan, which will be administered by the LTIP Trust and will be delivered to the beneficiaries once the established conditions are met. The number of shares held by the trustee as of December 31, 2024 and 2025 were 588,205 shares and 1,030,094 shares, respectively (and they are included as treasury shares). The total cost approved in 2024 and 2025 was U.S. $0.7 million (U.S. $0.5 million net of withheld taxes) and U.S. $0.6 million (U.S. $0.4 million net of withheld taxes), respectively.

Additional details of these plans can be consulted in note 18 to the Consolidated Financial Statements.

Derivative Financial Instruments and Hedge Accounting

We mitigate certain financial risks, such as volatility in the price of jet fuel, adverse changes in interest rates and exchange rate fluctuations, through a controlled risk management policy that includes the use of derivative financial instruments. The derivative financial instruments are recognized in the consolidated statement of financial position at fair value. The effective portion of a cash flow hedge's unrecognized gain or loss is recognized in "Accumulated other comprehensive income (loss) items," while the ineffective portion is recognized in current year earnings. The realized gain or loss of derivative financial instruments that qualify as hedging is recorded in the same statements of operations as the realized gain or loss of the hedged item. Derivative financial instruments that are not designated as or not effective as a hedge are recognized at fair value with changes in fair value recorded in current year´s earnings. Outstanding derivative financial instruments may require collateral to guarantee a portion of the unsettled loss prior to maturity. The amount of collateral delivered in guarantee, which is presented as part of "Guarantee deposits," is reviewed and adjusted daily, based on the fair value of the derivative position. As of December 31, 2025, we did not have any collateral recorded as guarantee deposits associated with jet fuel hedges.

(i) *Aircraft Fuel Price Risk*. We account for derivative financial instruments at fair value and recognize them in the consolidated statements of financial position as an asset or liability. The cost of aircraft fuel consumed in 2023, 2024, and 2025, represented 38%, 33%, and 31%, of our operating expenses, respectively.

During the year ended December 31, 2023, we did not enter into derivative financial instruments to hedge our jet fuel exposure. During the six months ended December 31, 2024, we contracted US Gulf Coast Jet Fuel 54 Asian call options, designated to hedge 14,356 thousand gallons, representing a portion of the projected fuel consumption for the first quarter of 2025.

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During the year ended December 31, 2025, we contracted US Gulf Coast Jet Fuel 54 Asian call options, designated to hedge 2,986 thousand gallons, representing a portion of the projected fuel consumption for the second quarter of 2026.

Our fuel cost is referenced to Core Jet Kero 54 USGC and Core Jet Kero Los Angeles CA, which are the references utilized to determine the cost of the fuel provided by our suppliers.

We apply IFRS 9, which comprises aspects related to classifications and measurement of financial assets and financial liabilities, as well as hedge accounting treatment. Paragraph 6.2.4 (a) of IFRS 9 allows us to separate the intrinsic value and time value of a derivatives contract and to designate as the hedging instrument only the change in the intrinsic value of the contract. As further required in paragraph 6.5.15 therein, because the external value (time value) of the Jet fuel derivatives contracts are related to a "transaction related hedged item," it is required to be segregated and accounted for as a "cost of hedging" in other comprehensive income ("OCI"), and accrued as a separate component of stockholders' equity until the related hedged item affects profit and loss.

Since monthly forecasted jet fuel consumption is considered the hedged item of the "related to a transaction" type, then the time value included as accrued changes on external value in capital is considered as a "cost of hedging" under IFRS 9. The hedged item (jet fuel consumption) contracted by us represents a non-financial asset (energy commodity), which is not in our inventory. Instead, it is directly consumed by our aircraft at different airport terminals. Therefore, although a non-financial asset is involved, its initial recognition does not generate a book adjustment in our inventories. Rather, it is initially accounted for in our OCI and a reclassification adjustment is made from OCI toward the profit and loss and recognized in the same period or periods during which the hedged item is expected to be allocated to profit and loss (in accordance with IFRS 9.6.5.15, B6.5.29 (a), B6.5.34 (a) and B6.5.39). As of January 2015, we began to reclassify these amounts (previously recognized as a component of equity) to our consolidated statement of operations in the same period in which our expected jet fuel volume consumed affects our jet fuel purchase line item therein.

As of December 31, 2025, the fair value of the outstanding US Gulf Coast Jet Fuel 54 Asian call options was U.S. $185 thousand. The cost of hedging derived from the extrinsic value changes of the jet fuel hedged position given the out-of-the-money position as of December 31, 2025, recognized in other comprehensive loss was U.S. $280 thousand.

The cost of hedging will be recycled to the fuel cost during first and second quarter 2026, as these options expire on a monthly basis and the jet fuel is consumed.

(ii) *Foreign Currency Risk*. Foreign currency risk is the risk that the fair value of future cash flows will fluctuate because of changes in foreign exchange rates. Our exposure to the risk of changes in foreign exchange rates relates primarily to our operating activities (when revenue or expense is denominated in a different currency than dollars). Exchange exposure relates to amounts payable arising from pesos-denominated and pesos-linked expenses and payments. To mitigate this risk, we may use foreign exchange derivative financial instruments.

During the years ended December 31, 2023, 2024, and 2025, the Company did not enter into foreign currency derivative contracts.

As of December 31, 2023, 2024, and 2025, our foreign exchange exposure also was a net liability position of U.S.$0.2 billion, U.S.$0.4 billion, and U.S. $0.3 billion, respectively, primarily denominated in Mexican Pesos.

Hedging relationships derivative financial instruments.

We mitigate certain financial risks, such as volatility in the price of jet fuel, adverse changes in interest rates and exchange rate fluctuations, through risk management that includes the use of derivative financial instruments.

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In accordance with IFRS 9, derivative financial instruments are recognized in the consolidated statement of financial position at fair value. At the inception of a hedge relationship, we formally designate and document the hedge relationship to which we wish to apply hedge accounting, as well as the risk management objective and strategy for undertaking the hedge. The documentation includes the hedging strategy and objective, identification of the hedging instrument, the hedged item or transaction, the nature of the risks being hedged and how we will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risks.

Only if such hedges (i) are expected to be effective in achieving offsetting changes in fair value or cash flows of the hedge items and (ii) are assessed on an ongoing basis to determine that they have been effective throughout the financial reporting periods for which they were designated, can hedge accounting treatment be used.

Under the cash flow hedge ("CFH"), accounting model, the effective portion of the hedging instrument's changes in fair value is recognized in OCI, while the ineffective portion is recognized in current year earnings in the statement of profit or loss. The cash flow hedge reserve is adjusted to the lower of the cumulative gain or loss on the hedging instrument and the cumulative change in fair value of the hedged item. The amounts recognized in OCI are transferred to earnings in the period in which the hedged transaction affects earnings.

The realized gain or loss of derivative financial instruments that qualify as CFH are recorded in the same caption as the hedged item in the consolidated statement of operations.

See Item 3: "Key Information—Risk Factors—Currency fluctuations or the devaluation and depreciation of the U.S. dollar could adversely affect our business, results of operations, financial condition and prospects."

(iii) *Interest Rate Risk*. The interest rate risk is the risk that the fair value of future cash flows will fluctuate because of changes in market interest rates. Our exposure to the risk of changes in market interest rates relates primarily to our long-term debt obligations and lease obligations with floating interest rates. As of December 31, 2023, we had an outstanding hedging contract in the form of an interest rate caps with a notional amount of Ps.3.16 billion (U.S. $187.4 million based on an exchange rate of Ps.16.89 to U.S. $1 on December 31, 2023) and a fair value of U.S. $1.7 million. As of December 31, 2024, we had an outstanding hedging contract in the form of an interest rate cap with a notional amount of Ps.2.4 billion (U.S. $119.2 million based on an exchange rate of Ps.20.27 to U.S. $1 on December 31, 2024) and a fair value of U.S. $0.3 million. As of December 31, 2025, we had an outstanding hedging contract in the form of an interest rate cap with a notional amount of Ps.1.9 billion (U.S. $106.6 million based on an exchange rate of Ps.17.97 to U.S. $1 on December 31, 2025) and a fair value of U.S. $4 thousand. These instruments are included as assets in our consolidated statements of financial position.

The table below presents the payments required by our financial liabilities:

	Within one Year	One to five Years	Five or more Years	Total
Interest-bearing borrowings:				
Pre-delivery payment facilities	176,949	23,569	-	200,518
Asset backed trust notes	33,627	73,052	-	106,679
Other financing agreements	48,773	285,239	61,602	395,614
Total	259,349	381,860	61,602	702,811

Deferred Taxes.

Deferred taxes are recorded based on differences between the financial statement basis and tax basis of assets and liabilities and available tax loss and credit carry-forwards. In assessing our ability to realize deferred tax assets, our management considers whether it is more likely than not that some or all of the deferred tax assets will be realized. In evaluating our ability to utilize our deferred tax assets, we consider all available evidence, both positive and negative, in determining future taxable income on a jurisdiction-by-jurisdiction basis. As of December 31, 2023, 2024, and 2025, we had tax loss carry-forwards amounting to U.S. $131.2 million, U.S. $0.8 million, and U.S. $3.2 million, respectively. These losses relate to our and our subsidiaries' operations on a stand-alone basis, which in conformity with current Mexican Income Tax Law may be carried forward against taxable income generated in the succeeding years in each country and may not be used to offset taxable income elsewhere in our consolidated group. During the year ended December 31, 2023, 2024, and 2025 we used tax-loss carry-forwards of U.S. $15.5 million, U.S. $107.9 million, and U.S. $2.5 million, respectively.

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Central America (Guatemala, Costa Rica and El Salvador) According to Guatemala corporate income tax law, under the regime on profits from business activities net operating losses cannot offset taxable income in prior or future years. For the years ended December 31, 2023, 2024, and 2025, we generated tax profit of U.S. $623 thousand, U.S. $966 thousand, and U.S. $211 thousand, respectively.

According to Costa Rica corporate income tax law, the tax is based on the net income earned from traffic whose origin or final destination is Costa Rica and net operating losses can offset taxable income in a term of three years. For the years ended December 31, 2023, 2024, and 2025, we generated a net operating gain (loss) of U.S.$(9.5) million, U.S.$0.6 million, and U.S.$(3.4) million, respectively. Regarding operating loss no deferred tax asset has been recognized.

According to El Salvador corporate income tax law, under the regime on profits from business activities, net operating losses cannot offset taxable income in prior or future years. For the years ended December 31, 2023, 2024, and 2025, we generated a net operating gain for an amount of U.S.$3.2 million, U.S.$35.8 million, and U.S.$1.3 million, respectively.

Impairment of Long-Lived Assets.

The carrying value of flight equipment, furniture, and equipment and right of use assets is reviewed for impairment when events or changes in circumstances indicate the carrying value may not be recoverable.

We have identified one Cash Generating Unit (CGU), which includes the long-lived assets and the entire fleet, including right-of-use assets and flight equipment. We assess at each reporting date, whether there is objective evidence that long-lived assets and the entire fleet, including right-of-use assets and flight equipment are impaired in the CGU. We record impairment charges in operations when events and circumstances indicate that the assets may be impaired or when the carrying amount of a long-lived asset or related cash generating unit exceeds its recoverable amount, which is the higher of (i) its fair value less cost to sell and (ii) its value in use.

The value in use calculation is based on a discounted cash flow model, using our projections of operating results for the near future, typically extending no more than five years. The recoverable amount of long-lived assets is sensitive to the uncertainties inherent in the preparation of projections and the discount rate used in the calculation.

For the year ended December 31, 2025, we performed an impairment test on our only Cash Generating Unit (CGU), comprising the long-lived assets and the entire aircraft fleet, including right-of-use assets and flight equipment. The recoverable amount of the CGU was determined using a discounted cash flow model based on projections covering a five-year period. The determination of the recoverable amount considered a post-tax discount rate of 10.25% (pre-tax of 14.29%) and a long-term growth rate of 2.17%. We concluded that the carrying amount of the CGU did not exceed its recoverable amount, based on the applied methodologies and assumptions, and therefore, no impairment charges were recorded.

For the years ended December 31, 2025 and 2024, we evaluated through an analysis if there were signs of impairment in its long- lived assets and right- of use assets, and according to the result, we concluded there were no signs of impairment.

Allowance for Expected Credit Losses. An allowance for expected credit losses is established using the life-time expected credit loss approach, based on objective evidence that we will not be able to collect all amounts due according to the original terms of the receivables. At December 31, 2023, 2024, and 2025, the allowance for credit losses were U.S. $1.3 million, U.S. $0.8 million, and U.S. $0.9 million, respectively.

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Operating Revenues

2024 compared to 2025

	For the years ended December 31,			
	2024	2025	Variation	
	(In thousands of dollars, except for %)			
Operating Revenues				
Passenger revenues:				
Fare revenues	1,517,106	1,301,750	(215,356)	(14.2)%
Other passenger revenues	1,492,593	1,580,665	88,072	5.9 %
Non-passenger revenues:				
Other non-passenger revenues	111,551	134,483	22,932	20.6%
Cargo	20,626	20,618	(8)	0.0%
Total operating revenues	3,141,876	3,037,516	(104,360)	(3.3)%
Operating Data				
Capacity (in ASMs in thousands)	33,989,693	36,118,110	2,128,417	6.3%
% Load factor booked	87%	84%		(2.5)pp

Booked passengers (in thousands)	29,473	30,995	1,522	5.2 %
Average passenger revenue per booked passenger	51	42	(9)	(18.4)%
Average other passenger revenue per booked passenger	51	51	-	0.7%
Average total ancillary revenue per booked passenger	55	56	1	1.6%
Revenue passenger miles (RPMs in thousands)	29,504,673	30,453,201	948,528	3.2%

Fare revenues. The 14.2% decrease in fare revenues in 2025 was primarily driven by 18.4% decrease in average passenger revenue per booked passenger, partially offset by a 5.2% increase in booked passenger. Additionally, during 2025 ASM capacity increased in response to passenger demand in our market.

Other passenger revenues. The 5.9% increase in other passenger revenues in 2025 was primarily driven by a higher number of passengers purchasing additional services compared to 2024. During 2025, we implemented a new initiative to increase ancillary revenue sales.

Other non-passenger revenues. The 20.6% increase in other non-passenger revenues in 2025 was primarily driven by higher other revenues, mainly attributable to increased affinity credit card commissions compared to 2024.

2023 compared to 2024

	For the years ended December 31,			
	2023	2024	Variation	
	(In thousands of dollars, except for %)			
Operating Revenues				
Passenger revenues:				
Fare revenues	1,650,287	1,517,106	(133,181)	(8.1) %
Other passenger revenues	1,473,237	1,492,593	19,356	1.3 %
Non-passenger revenues:				
Other non-passenger revenues	115,424	111,551	(3,873)	(3.4) %
Cargo	20,025	20,626	601	3.0 %
Total operating revenues	3,258,973	3,141,876	(117,097)	(3.6) %
Operating Data				
Capacity (in ASMs in thousands)	38,890,127	33,989,693	(4,900,434)	(12.6) %
% Load factor booked	86 %	87%		0.8 pp
Booked passengers (in thousands)	33,497	29,473	(4,024)	(12.0) %
Average passenger revenue per booked passenger	49	51	2	4.1 %
Average other passenger revenue per booked passenger	44	51	7	15.9 %
Average total ancillary revenue per booked passenger	48	55	7	14.6 %
Revenue passenger miles (RPMs in thousands)	33,448,937	29,504,673	(3,944,264)	(11.8) %

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Fare revenues. The 8.1% decrease in fare revenues in 2024 was primarily driven by a 12.0% decline in booked passengers, partially offset by a 4.1% increase in average fare revenue per booked passenger. Additionally, ASM capacity was reduced during 2024 in response to passenger demand in our markets.

Other passenger revenues. The 1.3% increase in other passenger revenues in 2024 was primarily driven by a higher number of passengers purchasing additional services compared to 2023. During 2024, we implemented new initiatives to increase ancillary revenue sales.

Other non-passenger revenues. The 3.4% decrease in other non-passenger revenues in 2024 was primarily due to a decline in other services, including third-party advertising, trip insurance, vacation packages, and others, compared to 2023.

Cargo. The 3.0% increase in cargo revenues in 2024 was primarily driven by a higher volume of cargo operations compared to 2023.

Operating Expenses, net

2024 compared to 2025

	For the years ended December 31,			
	2024	2025	Variation	
	(In thousands of dollars, except for %)			
Other operating income	(206,444)	(222,256)	(15,812)	7.7%
Fuel expense	893,987	885,520	(8,467)	(0.9)%
Landing, take-off and navigation expenses	492,507	544,298	51,791	10.5%
Salaries and benefits	411,253	451,096	39,843	9.7%
Depreciation of right of use assets	409,935	448,570	38,635	9.4%
Aircraft and engine variable lease expenses	135,155	196,082	60,927	45.1%
Sales, marketing and distribution expenses	169,472	144,208	(25,264)	(14.9)%
Maintenance expenses	100,426	129,930	29,504	29.4%
Other operating expenses	139,248	116,901	(22,347)	(16.0)%
Depreciation and amortization	183,115	208,176	25,061	13.7%
Total operating expenses, net	2,728,654	2,902,525	173,871	6.4%

Total operating expenses, net increased 6.4% in 2025 primarily attributed to the increase of our operations and other factors described below.

Other Operating Income. The U.S. $15.8 million, or 7.7%, increase in other operating income in 2025 was primarily driven by compensation received from the engine manufacturer related to preventive accelerated inspections of GTF engines.

Fuel Expense. The 0.9% decrease in fuel expense in 2025 was primarily due to a 6.0% decrease in the average economic fuel cost per gallon, partially offset by a 5.3% increase in fuel consumption compared to 2024.

Landing, Take-off and Navigation Expenses. The 10.5% increase in landing, take-off, and navigation expenses in 2025 was primarily driven by a 9.0% increase in total

departures and a 5.2% increase in passenger volume compared to 2024.

Salaries and Benefits. The 9.7% increase in salaries and benefits in 2025 was primarily driven by annual salary increases (including foreign exchange effects), a 2.9% increase in total headcount, and higher performance-based compensation reflecting increased operational activity compared to 2024. See Item 6: "Directors, Senior Management and Employees—Employees."

Depreciation of Right of Use Assets. The 9.4% increase in depreciation of right-of-use assets in 2025 was primarily driven by fleet expansion, including the addition of 16 new aircraft.

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Sales, Marketing and Distribution Expenses. The 14.9% decrease in sales, marketing, and distribution expenses in 2025 was primarily attributable to improved efficiencies in marketing and distribution, as well as lower revenue levels.

Other Operating Expenses. The 16.0% decrease in other operating expenses in 2025 was primarily attributable to lower administrative and technology-related expenses.

Aircraft and Engine Variable Lease Expenses. The 45.1% increase in aircraft and engine variable lease expenses in 2025 was primarily driven by return condition accruals recognized during the year. In addition, 2024 benefited from higher gains related to the remeasurement of aircraft associated with lease extensions.

Maintenance Expenses. The 29.4% increase in maintenance expenses in 2025 was driven by an increase in our maintenance activities resulting from the age of our fleet.

Depreciation and Amortization. The 13.7% increase in depreciation and amortization in 2025 was primarily driven by the amortization of major maintenance events associated with the aging of our fleet, accounted for under the deferral method. In 2024 and 2025, we recorded amortization of major maintenance leasehold improvements, totaling U.S. $150.6 million and U.S. $157.4 million, respectively.

2023 compared to 2024

	For the years ended December 31,			
	2023	2024	Variation	
	(In thousands of dollars, except for %)			
Other operating income	(54,710)	(206,444)	(151,734)	277.3%
Fuel expense	1,165,078	893,987	(271,091)	(23.3)%
Landing, take-off and navigation expenses	503,366	492,507	(10,859)	(2.2)%
Salaries and benefits	386,723	411,253	24,530	6.3%
Depreciation of right of use assets	362,015	409,935	47,920	13.2%
Sales, marketing and distribution expenses	167,341	169,472	2,131	1.3%
Other operating expenses	169,864	139,248	(30,616)	(18.0)%
Aircraft and engine variable lease expenses	103,845	135,155	31,310	30.2%
Maintenance expenses	98,445	100,426	1,981	2.0%
Depreciation and amortization	134,296	183,115	48,819	36.4%
Total operating expenses, net	3,036,263	2,728,654	(307,609)	(10.1)%

Total operating expenses, net decreased 10.1% in 2024 primarily attributed to the reduction of our operations and other factors described below.

Other Operating Income. The U.S. $151.7 million, or 277.3%, increase in other operating income in 2024 was primarily driven by a higher number of sale and leaseback transactions and the compensation received from the engine manufacturer related to preventive accelerated inspections for the GTF engines.

Fuel Expense. The 23.3% decrease in fuel expense in 2024 was primarily due to an 11.6% reduction in the average economic fuel cost per gallon and a 13.3% decrease in fuel consumption compared to 2023.

Landing, Take-off and Navigation Expenses. The 2.2% decrease in landing, take-off, and navigation expenses in 2024 was primarily driven by a 14.0% reduction in total departures and a 12.0% decline in passenger volume compared to 2023.

Salaries and Benefits. The 6.3% increase in salaries and benefits in 2024 was primarily driven by the annual salary increase and the provision for employee profit sharing.

Depreciation of Right of Use Assets. The 13.2% increase in depreciation of right-of-use assets in 2024 was primarily driven by fleet expansion, including the addition of 14 new aircraft.

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Sales, Marketing and Distribution Expenses. The 1.3% increase in sales, marketing, and distribution expenses in 2024 was primarily driven by higher marketing expenditures aimed at promoting our routes and increasing our revenues.

Other Operating Expenses. The 18.0% decrease in other operating expenses in 2024 was primarily driven by the reduction in administrative and operational support expenses.

Aircraft and Engine Variable Lease Expenses. The 30.2% increase in aircraft and engine variable expenses in 2024 was primarily due to return accruals recorded during the year. Additionally, in 2023, we recognized benefits from the remeasurement of aircraft related to lease extensions.

Maintenance Expenses. The 2.0% increase in maintenance expenses in 2024 was driven by routine maintenance activities, resulting from a higher average fleet size during the year.

Depreciation and Amortization. The 36.4% increase in depreciation and amortization in 2024 was primarily due to higher amortization of major maintenance events, driven by the aging of our fleet. These maintenance costs are accounted for using the deferral method. In 2023 and 2024, we recorded amortization of major maintenance leasehold improvements totaling U.S. $114.9 million and U.S. $150.6 million, respectively.

Operating Results

2024 compared to 2025

	For the years ended December 31,			
	2024	2025	Variation	
	(In thousands of dollars, except for %)			
Operating Results				
Total operating revenues	3,141,876	3,037,516	(104,360)	(3.3) %
Total operating expenses, net	2,728,654	2,902,525	173,871	6.4 %
Operating income	413,222	134,991	(278,231)	(67.3) %

Operating income. As a result of the factors outlined above, our operating income decreased from U.S. $413.2 million to U.S. $135.0 million in 2025.

2023 compared to 2024

	For the years ended December 31,			
	2023	2024	Variation	
	(In thousands of dollars, except for %)			
Operating Results				
Total operating revenues	3,258,973	3,141,876	(117,097)	(3.6) %
Total operating expenses, net	3,036,263	2,728,654	(307,609)	(10.1) %
Operating income	222,710	413,222	190,512	85.5 %

Operating income. As a result of the factors outlined above, our operating income increased from U.S. $222.7 million to U.S. $413.2 million in 2024.

Financial Results

2024 compared to 2025

	For the years ended December 31,			
	2024	2025	Variation	
	(In thousands of dollars, except for %)			
Financing results				
Finance income	49,444	47,841	(1,603)	(3.2) %
Finance cost	(293,639)	(314,139)	(20,500)	7.0 %
Foreign exchange gain, net	13,662	13,059	(603)	(4.4) %
Total financing results	(230,533)	(253,239)	(22,706)	9.8 %

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Total Financing Results. The 9.8% increase in total financing loss in 2025 was primarily attributable to higher finance costs associated with an increase in aircraft and engine lease agreements, as well as a 3.2% decrease in financing income compared to 2024.

2023 compared to 2024

	For the years ended December 31,			
	2023	2024	Variation	
	(In thousands of dollars, except for %)			
Financing results				
Finance income	38,222	49,444	11,222	29.4 %
Finance cost	(219,343)	(293,639)	(74,296)	33.9 %
Foreign exchange (loss) gain, net	(34,147)	13,662	47,809	n/a
Total financing results	(215,268)	(230,533)	(15,265)	7.1 %

Total Financing Results. The 7.1% increase in our total financing loss in 2024 was primarily due to higher financial cost related to aircraft and engine lease agreements, partially offset by the foreign exchange gains recorded during the year compared to 2023.

Income Tax Benefit and Net Loss

2024 compared to 2025

	For the years ended December 31,			
	2024	2025	Variation	
	(In thousands of dollars, except for %)			
Income (loss) before income tax	182,689	(118,248)	(300,937)	n/a
Income tax (expense) benefit	(56,314)	14,376	70,690	n/a
Net income (loss)	126,375	(103,872)	(230,247)	n/a

During the year ended December 31, 2024 and 2025, we recorded an income tax (expense) benefit of U.S. ($56.3) million and U.S. $14.4 million, respectively. As of December 31, 2025, our tax loss carry-forwards amounted to U.S. $3.2 million (compared to U.S. $0.8 million as of December 31, 2024).

During the year ended December 31, 2024, we utilized U.S. $107.9 million in available tax loss carry-forwards, while in 2025, the utilization decreased to U.S. $2.5 million. The effective tax rate for 2024 was 30.8%, whereas in 2025 was 12.2%.

2023 compared to 2024

	For the years ended December 31,			
	2023	2024	Variation	
	(In thousands of dollars, except for %)			
Income before income tax	7,442	182,689	175,247	>100.0%
Income tax benefit (expense)	377	(56,314)	(56,691)	n/a
Net income	7,819	126,375	118,556	>100.0%

During the year ended December 31, 2023 and 2024, we recorded an income tax benefit (expense) of U.S. $0.4 million and U.S. ($56.3) million, respectively. As of December 31, 2024, our tax loss carry-forwards amounted to U.S. $0.8 million (compared to U.S. $131.2 million as of December 31, 2023).

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During the year ended December 31, 2023, we utilized U.S. $15.5 million in available tax loss carry-forwards, while in 2024, the utilization increased to U.S. $107.9 million. The effective tax rate for 2023 was (5.1%), whereas in 2024 was 30.8%.

Selected Consolidated Financial Information and Operating Data

The following tables summarize selected financial and operating data for our business for the periods presented. You should read this selected consolidated financial data in conjunction with our audited consolidated financial statements, including the related notes thereto, included elsewhere in this annual report. We prepare our consolidated financial statements in accordance with IFRS.

We derived the selected consolidated statements of operations data for the years ended December 31, 2023, 2024, and 2025, and the selected consolidated statements of financial position data as of December 31, 2024 and 2025, from our audited financial statements included in this annual report. See Item 18: "Financial Statements." Our historical results are not necessarily indicative of future performance.

	As of and for the Years ended December 31,		
	2023	2024	2025
	(in thousands of U.S. dollars)		
CONSOLIDATED STATEMENTS OF OPERATIONS DATA[1]			
Operating revenues:			
Passenger revenues:			
Fare revenues	1,650,287	1,517,106	1,301,750
Other passenger revenues	1,473,237	1,492,593	1,580,665
Non-passenger revenues:			
Other non-passenger revenues	115,424	111,551	134,483
Cargo	20,025	20,626	20,618
	3,258,973	3,141,876	3,037,516
Other operating income	(54,710)	(206,444)	(222,256)
Fuel expense	1,165,078	893,987	885,520
Landing, take-off and navigation expenses	503,366	492,507	544,298
Salaries and benefits	386,723	411,253	451,096
Depreciation of right of use assets	362,015	409,935	448,570
Aircraft and engine variable lease expenses	103,845	135,155	196,082
Sales, marketing and distribution expenses	167,341	169,472	144,208
Maintenance expenses [3]	98,445	100,426	129,930
Other operating expenses	169,864	139,248	116,901
Depreciation and amortization [2]	134,296	183,115	208,176
	3,036,263	2,728,654	2,902,525
Operating income	222,710	413,222	134,991
Finance income	38,222	49,444	47,841
Finance cost	(219,343)	(293,639)	(314,139)
Foreign exchange (loss) gain, net	(34,147)	13,662	13,059
Income (loss) before income tax	7,442	182,689	(118,248)
Income tax benefit (expense)	377	(56,314)	14,376
Net income (loss)	**7,819**	**126,375**	(103,872)
Weighted average shares outstanding:			
Basic	1,152,609,485	1,150,743,230	1,149,207,934
Diluted	1,165,450,734	1,165,858,647	1,149,207,934
Earnings (loss) per share Basic [4]	0.01	0.11	(0.09)

Earnings (loss) per share Diluted [4]	0.01	0.11	(0.09)
Earnings (loss) per ADS Basic [5]	0.07	1.10	(0.90)
Earnings (loss) per ADS Diluted [5]	0.07	1.08	(0.90)

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CONSOLIDATED STATEMENTS OF FINANCIAL POSITION DATA			
Cash and cash equivalents	774,154	907,981	753,884
Short-term investments	15,265	45,737	20,208
Accounts receivable, net	250,599	138,810	262,051
Guarantee deposits-current portion	147,836	227,211	277,854
Total current assets [9]	**1,247,647**	**1,382,051**	**1,393,345**
Total assets	**5,145,972**	**5,703,710**	**5,636,612**
Total current liabilities	**1,621,583**	**1,770,258**	**1,916,239**
Total non-current liabilities	**3,281,795**	**3,568,639**	**3,456,592**
Total liabilities	**4,903,378**	**5,338,897**	**5,372,831**
Capital stock	248,278	248,278	248,278
Total equity	**242,594**	**364,813**	**263,781**

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CONSOLIDATED STATEMENT OF CASH FLOW DATA			
Net cash flows provided by operating activities	729,825	1,089,729	749,827
Net cash flows used in investing activities	(462,044)	(472,520)	(88,814)
Net cash flows used in financing activities	(214,386)	(471,570)	(818,850)
OPERATING DATA [8]			
Aircraft at end of year	129	143	155
Average daily aircraft utilization (block hours)	13.37	13.03	12.76
Average daily aircraft utilization (flight hours)	11.37	11.16	10.93
Average pesos/U.S. dollar exchange rate	17.76	18.30	19.22
End of year pesos/U.S. dollar exchange rate	16.89	20.27	17.97
Airports served at end of year	71	73	73
Departures [6]	201,376	173,209	188,848
Passenger flight segments (thousands) [6]	31,537	27,927	29,481
Booked passengers (thousands) [6]	33,497	29,473	30,995
Revenue passenger miles (RPMs) (thousands) [6]	33,448,937	29,504,673	30,453,201
Available seat miles (ASMs) (thousands) [6]	38,890,127	33,989,693	36,118,110
Load factor [7]	86%	87%	84%
Average fare revenue per booked passenger [7] [11]	49	51	42
Average other passenger revenue per booked passenger [6] [11]	44	51	51
Total ancillary revenue per booked passenger [6] [11]	**48**	**55**	**56**
Total operating revenue per ASM (TRASM) (cents) [6] [11]	**8.4**	**9.2**	**8.4**
Passenger revenue per ASM (RASM) (cents) [6] [11]	4.2	4.5	3.6
Operating expenses per ASM (CASM) (cents) [6] [11]	7.8	8.0	8.0
CASM ex fuel (cents) [6] [11]	4.8	5.4	5.6
Fuel gallons consumed (thousands)	372,195	322,705	339,959
Average economic fuel cost per gallon USD	3.1	2.8	2.6
Average of employees per aircraft at end of year [10]	54	44	44

(1) Total amounts in the table above may not calculate exactly due to rounding.

(2) Includes, among other things, major maintenance expenses, which are capitalized and subsequently amortized. See Item 5: "Operating and Financial Review and Prospects—Operating Results."

(3) Includes routine and ordinary maintenance expenses only. See Item 5: "Operating and Financial Review and Prospects—Operating Results."

(4) Basic and diluted (loss) earnings per share amounts are calculated by dividing the net earnings (loss), for the year attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares in accordance with IAS 33 "Earnings per share."

(5) The basis used for the computation of the information is to multiply the earnings (loss) per basic and diluted share obtained pursuant to footnote (3) above by ten, which is the number of CPOs represented by each ADS. Each CPO, in turn, represents a financial interest in one Series A share of common stock of Volaris.

(6) Includes scheduled and charter.

(7) Includes scheduled.

(8) See "Glossary of Airlines and Airline Terms" elsewhere in this annual report for definitions of terms used in this table.

(9) See detail of other current assets in Item 17: "Financial Statements".

(10) Traffic agents are considered on a 60% FTE (Full-Time Equivalent) basis for this calculation, as they are part-time employees.

(11) Non-IFRS financial measure. For more information on the non-IFRS measures, please refer to Key Performance Indicators.

B. Liquidity and Capital Resources Liquidity

Our primary source of liquidity is cash provided by operations, with our primary uses of liquidity being working capital and capital expenditures.

	For the years ended December 31,		
	2023	2024	2025
	(In thousands of dollars)		
Net cash flows provided by operating activities	729,825	1,089,729	749,827
Net cash flows used in investing activities	(462,044)	(472,520)	(88,814)
Net cash flows used in financing activities	(214,386)	(471,570)	(818,850)

In recent years, we have been able to meet our working capital requirements through cash from our operations. Our capital expenditure consists primarily of the acquisition of flight equipment, including pre-delivery payments for aircraft acquisitions. From time to time, we finance pre-delivery payments related to our aircraft with lines of credit with commercial banks. We have obtained financing for pre-delivery payments in respect to all the aircraft to be delivered through 2028.

Our cash and cash equivalents decreased by U.S.$154.1 million, from U.S. $908.0 million on December 31, 2024, to U.S.$753.9 million on December 31, 2025.

As of December 31, 2025, our credit lines total U.S. $2,045.6 million, of which U.S.$1,447.6 million were related to financial debt (U.S.$273.1 million were undrawn) and U.S.$598.0 million were related to letters of credit (U.S. $ 241.6 million were undrawn).

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As of December 31, 2025, we had available lines of credit of U.S.$514.7 million. As of December 31, 2024, our credit lines total U.S.$1,873.4 million, of which U.S.$1,315.4 million were related to financial debt (U.S. $308.6 million were undrawn) and U.S.$558.0 million were related to letters of credit (U.S. $229.3 million were undrawn).

As of December 31, 2024, we had available lines of credit of U.S.$537.9 million.

As of December 31, 2023, our credit lines total U.S.$1,388.8 million, of which U.S.$960.9 million were related to financial debt (U.S.$228.4 million were undrawn) and U.S.$427.9 million were related to letters of credit (U.S.$178.8 million were undrawn). As of December 31, 2023, we had available lines of credit of U.S.$407.2 million.

We have an investment policy to optimize the performance and ensure availability of, and minimize the risk associated with, the investment of cash, cash equivalents and short-term investments. Such policy provides guidelines regarding maximum balance per counterparty, currency mix, instruments, maximum term, counterparties, and credit risk. As of December 31, 2025, 85% of our cash, cash equivalents and short-term investments were denominated in U.S. dollars while 11% were denominated in pesos, and 4% were denominated in other currency. See Note 3 to our audited consolidated financial statements included elsewhere in this annual report.

Net cash flows provided by operating activities. We primarily rely on cash flows from operating activities to provide working capital for current and future operations. Net cash flows provided by operating activities amounted to U.S.$749.8million in 2025 and U.S.$1,089.7 million in 2024. The decrease was primarily attributable to the net loss recorded during 2025, partially offset by positive inflows related to other accounts receivable and guarantee deposits.

Net cash flows provided by operating activities. We primarily rely on cash flows from operating activities to provide working capital for current and future operations. Net cash flows provided by operating activities amounted to U.S. $1,089.7 million in 2024 and U.S. $729.8 million in 2023. This increase was primarily attributable to higher net income and improved cash flows related to other accounts recoverable, prepaid expenses, guarantee deposits and liabilities.

Net cash flows used in investing activities. During 2025, our net cash flows used in investing activities totaled U.S. $88.8 million. This was primarily driven by the acquisitions of aircraft, engine, rotable spare parts, furniture, and equipment of U.S. $291.6 million, including U.S.$138.3 million related to aircraft and engine acquisitions, U.S.$89.7 million for major maintenance events, U.S.$23.5 million of rotable spare parts, and U.S.$40.1 million in aircraft pre-delivery payments. In addition, we invested U.S.$24.3 million in intangible assets. These outflows were partially offset by U.S.$196.0 million in reimbursements of pre-delivery payments, as well as other proceeds of U.S.$31.1 million.

During 2024, our net cash flows used in investing activities totaled U.S. $472.5 million. This primarily reflected acquisitions of rotable spare parts, furniture, and equipment amounting to U.S.$583.1 million, which included investments of U.S.$129.0 million in major maintenance events, U.S.$218.8 million in rotable spare parts, and U.S.$235.3 million in aircraft pre-delivery payments. Additionally, we invested U.S. $17.6 million in intangible assets and U.S. $31.8 million in other investments. These outflows were partially offset by U.S.$160.0 million in reimbursements of pre-delivery payments.

During 2023, our net cash flows used in investing activities totaled U.S.$462.0 million. This primarily consisted of acquisitions of rotable spare parts, furniture, and equipment of: (i) U.S.$480.8 million (which included investments of U.S.$147.7 million in major maintenance events, U.S. $102.7 million in rotable spare parts and U.S.$230.4 million in aircraft pre-delivery payments), (ii) U.S.$10.4 million in intangible assets acquisitions and (iii) U.S.$17.0 million in other investments. These investments were partially offset by pre-delivery payment reimbursements of U.S.$45.1 million and other minor proceeds of U.S. $1.1 million.

Net cash flows used in financing activities. During 2025, net cash flows used in financing activities totaled U.S.$818.9 million. This primarily included: (i) lease liability payments of U.S.$631.0 million for aircraft and engines, (ii) financial debt payments of U.S.$259.7 million, (iii) interest payments of U.S.$71.1 million, (iv) treasury share purchases of U.S.$4.7 million, and (v) financing expenses of U.S.$1.1 million. These outflows were partially offset by proceeds from financial debt totaling U.S.$148.8 million.

During 2024, net cash flows used in financing activities totaled U.S.$471.6 million. This primarily included: (i) lease liability payments of U.S. $583.4 million for aircraft and spare engine rentals, (ii) financial debt payments of U.S.$208.1 million, (iii) interest payments of U.S.$58.4 million, (iv) treasury share purchases of U.S. $5.1 million, (v) financing expenses of U.S.$1.7 million, and (vi) payments related to other financial instruments of U.S. $0.1 million. These outflows were partially offset by proceeds from financial debt totaling U.S. $385.2 million.

During 2023, net cash flows used in financing activities totaled U.S. $214.4 million, which primarily consisted of: (i) lease liabilities payments of U.S.$529.1 million (aircraft and spare engines rent payments), (ii) financial debt payments of U.S.$97.9 million, (iii) interest expenses of U.S. $37.2 million, (iv) treasury shares purchase of U.S. $3.0 million, (v) expenses related to the offering of U.S. $2.5 million and (vi) other financial instruments of U.S. $1.5 million. These outflows were partially offset by proceeds from financial debt under our asset-backed trust notes (CEBUR) of U.S. $85.1 million and the proceeds from our financial debt of U.S. $371.7 million.

Loan Agreements

A facility agreement with Santander and Bancomext was signed on June 8, 2022, under which we are a guarantor, to provide financing for pre-delivery payments in connection with our purchase of A320 family aircraft. This credit facility bears a floating annual interest rate of three-month SOFR plus a spread of 298 basis points and a five-basis points adjustment linked to sustainability goals. On August 31, 2023, the interest rate increased by five basis points, with the possibility of reducing the additional rate if the objectives are met in the upcoming years. In August 2024, we increased the facility amount to include additional aircraft and extended the maturity date to December 2028. The interest rate from the additional aircraft excludes the sustainability adjustment. This credit facility may limit our ability to, among others, declare and pay dividends in the event that we fail to comply with the payment terms thereunder, dispose of certain assets, incur indebtedness and create certain liens.

A facility agreement with JSA International U.S. Holdings, LLC, was signed on April 1, 2022, to provide financing for pre-delivery payments in connection with our purchase of A320 family aircraft. The aggregate principal amount of this facility was for up to U.S. $53.7 million, with an annual interest of SOFR plus a spread of 300 basis points along with a SOFR adjustment. The maturity was upon delivery of the last financed aircraft thereunder. For this purpose, we created the Trust 3866 for JSA International U.S. Holdings, LLC with CIBanco, S.A. Institución de Banca Múltiple, now Banco Multiva, S.A. Institución de Banca Múltiple. As of December 2025, this credit facility was fully paid and therefore matured.

A facility agreement with GY Aviation Lease 1714 Co. Limited, was signed on April 1, 2022, to provide financing for pre-delivery payments in connection with our purchase of A320 family aircraft. The aggregate principal amount of this facility was for up to U.S. $73.6 million with an annual interest of SOFR plus a spread of 425 basis points, along with a SOFR adjustment. The maturity was upon delivery of the last financed aircraft thereunder. For this purpose, we created the Trust 3855 for GY Aviation Lease 1714 Co. Limited with Banco Multiva, S.A. Institución de Banca Múltiple. As of December 2025, this credit facility was fully paid and therefore matured.

A facility agreement with Incline II B Shannon 18 Limited, was signed on April 13, 2022, to provide financing for pre-delivery payments in connection with our purchase of the A320 family aircraft. The aggregate principal amount of this facility was for up to U.S. $134.5 million with an annual interest of SOFR plus a spread of 390 basis points. The maturity was upon delivery of the last financed aircraft thereunder. For this purpose, we created the Trust 3867 for Incline II B Shannon 18 Limited with Banco Multiva, S.A. Institución de Banca Múltiple. As of December 2025, this credit facility was fully paid and therefore matured.

A facility agreement with Oriental Leasing 6 Company Limited, was signed on July 27, 2022, to provide financing for pre-delivery payments in connection with our purchase of the A320 family aircraft. The aggregate principal amount of this facility is for up to U.S. $123.0 million with an annual interest of SOFR plus a spread of 200 basis points, along with a SOFR adjustment. The maturity is upon delivery of the last financed aircraft thereunder. For this purpose, we created the Trust 3921 for Oriental Leasing 6 Company Limited with Banco Multiva, S.A. Institución de Banca Múltiple.

A pre-delivery payment facility with Runway Eleven LLC, was signed on December 19, 2024, to provide financing for pre-delivery payments in connection with our purchase of A320 family aircraft. For purposes of financing these pre-delivery payments, we assigned our rights and obligations under the purchase agreement with Airbus, including the obligation to make pre-delivery payments to a private company limited by shares incorporated in Ireland. The Runway Eleven LLC pre-delivery payments facility does not include financial covenants or similar obligations.

In December 2021, we renewed the working capital facility with Banco Sabadell S.A., Institución de Banca Multiple ("Sabadell") in Mexican pesos with an annual interest rate of TIIE 28 days plus a spread of 240 basis points. As of December 2023, this facility has expired.

In December 2022, we signed a working capital facility with Actinver ("Actinver") in Mexican pesos, with an annual interest rate of TIIE 28 days plus a spread of 250 basis points. As of December 2024, this facility has expired.

On June 20, 2019, our subsidiary Volaris Opco issued 15,000,000 asset-backed trust notes under the ticker VOLARCB 19 in the amount of Ps.1.5 billion (U.S. $83.5 million as of December 31, 2025, based on an exchange rate of Ps. 17.97 to U.S. $1) through Irrevocable Trust number CIB/3249 created by Volaris Opco. This issuance was part of a program approved by the CNBV for an amount of up to Ps.3.0 billion (U.S. $166.9 million based on an exchange rate of Ps.17.97 to U.S.$1 on December 31, 2025). The asset-backed trust notes had a five-year maturity with annual principal amortization of Ps.250.0 million, Ps.500.0 million, Ps.500.0 million and Ps.250.0 million (U.S. $13.9 million, U.S. $27.8 million, U.S. $27.8 million and U.S. $13.9 million based on an exchange rate of Ps.17.97 to U.S. $1 on December 31, 2025), in 2021, 2022, 2023, and 2024, respectively, with a floating coupon rate of TIIE 28 plus 175 basis points. The asset backed trust notes under the ticker VOLARCB 19 were fully amortized on June 20, 2024.

On October 13, 2021, our subsidiary Volaris Opco issued 15,000,000 asset-backed trust notes under the ticker VOLARCB 21L in the amount of Ps.1.5 billion (U.S. $83.5 million as of December 31,2025 based on an exchange rate of Ps.17.97 to U.S. $1) through Irrevocable Trust number CIB/3249 created by Volaris Opco. The issuance amount is part of a program approved by the CNBV for an amount of up to Ps.3.0 billion (U.S. $166.9 million as of December 31, 2025 based on an exchange rate of Ps.17.97 to U.S. $1). With this second issuance the total amount approved for the program has been reached. The asset backed trust notes have a five-year maturity, with annual principal amortizations of Ps.83.3 million, Ps.500.0 million, Ps.500.0 million and Ps.416.7 million (U.S. $4.6 million, U.S. $27.8 million, U.S. $27.8 million and U.S. $23.2 million as of December 31, 2025, based on an exchange rate of Ps.17.97 to U.S. $1) in 2023, 2024, 2025 and 2026, respectively, and bear annual interest at TIIE 28 days plus 200 basis points, and adjustment of twenty-five (25) basis points starting on September 20, 2023. The notes started amortizing at the end of the second year.

The asset backed trust notes issued in 2021 comply with the Sustainability-Linked Bond Principles of 2020, developed by the International Capital Market Association ("ICMA"). The notes have Sustainability Objectives ("SPT"), for the KPI, to reduce carbon dioxide emissions measured as grams of CO2 emissions per revenue passenger/kilometer (gCO2 / RPK) by 21.54%, 24.08% and 25.53% by 2022, 2023 and 2024, respectively, compared to 2015 levels. This offering will help us accomplish our long-term sustainable goals, among which are to reduce CO2 emissions by 35.42% by 2030, compared to 2015 levels. A feature of the asset backed trust notes is that they will pay an additional 25 basis points to the interest rate if the sustainability goals are not met for 2022, with the possibility of reducing the additional rate if the 2023 or 2024 targets are met. On September 20, 2023, the interest rate increased by twenty-five (25) basis points, with the possibility of mitigating the additional rate if goals are met for the incoming years.

On September 28, 2023, the CNBV approved an increase amount of the actual program up to Ps. 5.0 billion (US$278.2 million, based on an exchange rate of Ps. 17.97 to US$1 on December 31, 2025) with this authorization, our subsidiary Volaris Opco issued 15,000,000 asset backed trust notes under the ticker VOLARCB23 for Ps.1.5 billion (US$83.5 million, as of December 31, 2025 based on an exchange rate of Ps.17.97 to U.S.$1) through Irrevocable Trust number CIB/3249 created by Volaris Opco. The asset backed trust notes have a five-year maturity with annual principal reduction of Ps.187.5 million, Ps.750.0 million and Ps.562.5 million (U.S.$10.4 million, U.S.$41.7 million and U.S.$31.3 million, as of December 31, 2025 based on an exchange rate of Ps.17.97 to U.S.$1) in 2026, 2027 and 2028, respectively, with a floating one-month coupon rate referenced to TIIE 28 plus a 215 basis points spread. The asset-backed trust notes will start amortizing at the end of the third year.

Other financing agreements

In August 2025, we entered into financing agreements with BOC Aviation (Ireland) Limited for the acquisition of aircraft. These agreements bear an annual interest rate of 6.52% and mature in 2029.

We entered into several agreements that qualified as field sale and leaseback transactions. Consequently, these agreements were accounted for as financing transactions. The details of these agreements are presented as follows:

In September 2023, we entered into financing agreements with Tarquin Limited for the acquisition of engines, bearing an annual interest of 6.20% and mature in 2028.

In September 2023, we entered into financing agreements with NBB-V11218 Lease Partnership and with NBB-V11951 Lease Partnership, for the acquisition of engines, bearing an annual interest of 6.20% and mature in 2028.

In September and October 2023, we entered into financing agreements with Wilmington Trust SP Services (Dublin) Limited (not in its individual capacity but solely as Owner Trustee) for the acquisition of engines, bearing an annual interest of 7.16% and mature in 2028.

In November 2023, we entered into financing agreements with NBB Pintail Co Ltd for the acquisition of engines, bearing an annual interest of 6.99% and mature in 2028.

In August, September, November and December 2024, we entered into financing agreements with Bank of Utah Corporate Trust, for the acquisition of engines. These agreements bear an annual interest rate of 6.20% and mature in 2029.

In October and November 2024, we entered into financing agreements with BOC Aviation (Ireland) Limited for the acquisition of engines. These agreements bear an annual interest rate of 6.86% and mature in 2029.

In November 2024, we entered into new financing agreements with RRPF Engine Leasing Limited for the acquisition of engines. These agreements bear an annual interest rate of 6.80% and mature in 2032.

In September 2025, we entered into a new financing agreement with Credit Agricole Corporate and Investment Bank for the acquisition of engines. This agreement bears an annual interest rate of SOFR plus a spread of 200 basis points and matures in 2032.

C. Research and Development, Patents and Licenses, Etc.

We have registered the trademark "Volaris" and several additional trademarks and slogans with the trademark offices in Mexico, the United States and in the Central and South American countries in which we operate. Our most important trademark is "Volaris," as it is the trademark under which the passenger air transportation services we provide are offered and advertised. On April 15, 2021, the Mexican authorities declared the trademark "Volaris" a famous brand, being the first trademark in the Mexican aviation industry to receive such recognition, and in April 2026 said Mexican authorities granted an extension of the famous brand.

We own approximately 321 registrations of word mark, unnamed and mixed trademarks, as well as slogans including "Volaris," "Volaris (y Diseño)," "Innominada (Diseño de Estrella)," "Your name on a plane," "Precios que te hacen viajar," "Wanna Save," "Wanna Travel," "Want it all," "Want to Save," "Want to Travel," "Quiero Ahorrar," "Quiero todo," "Quiero viajar, "Volaris carga," "Volaris TV," "Volaris cargo," "Familia de tarifas Volaris," "Fare Families Volaris," "Viajes Volaris," "www.volaris.com.mx," "V de Volaris," "Volaris vive viajando," "Volaris ponle tu nombre a un avión," "V con todo," "La Aerolínea Ecológica," "El lado V de Volaris," "Tú Decides," "Volemos juntos," "V Fundación," "Tarifa Limpia," "Volaris por un Cielo azul," "#CielitoLimpio," "Volaris#CielitoLimpio," "Con Volaris tú pones las promos," "V. Pass," "Volemos diferente," "Hot Tickets," "Avión Ayuda Volaris," "Entre Nubes," "Menú Entre Nubes," "Volaris Cargo," "Deja volar tu antojo," "Para vivir viajando," "To live traveling," "Ya Vas/Volaris," "Gran venta de aniversario 17 años Volaris," "Annual Pass," "Pase Anual," "Pase Anual de Volaris," "Annual Pass by Volaris," "Con Volaris Alcanza Más," "Zero v.Club," "Zero viaja a nuestro precio más bajo," "Básica la más comprada," "Plus viaja sin preocupaciones," "Zero travel at our lowest Price," "Basic best value," "Plus worry free," "Viaja todo lo que puedas," "Fly as much as you can," "#AvioncitoVolarisChallehge," "Volaris Express," "AVOLARIS," "Shuttle Volaris," "Seguro de Viaje Volaris," "Volaris los más puntuales de México," "El día del viajero Volaris," "Garantía Volaris de Equipaje," "Garantías Volaris," "Garantía Volaris de Puntualidad," "VLRS," "Tú decides lo que necesitas," "Ahorra siempre viajando más," "La forma más barata de volar," "V.Shop Volaris Official Store," "Volar sí," "Volar ahora es volar sí," "Temporada de volada Volaris," "Marzo regalazo Volaris," "La temporada de ofertas más grande de Volaris," "Llegaron los preciosísimos Volaris," "Marzoventa Volaris," "V.Club," "Volaris Menú Entre Nubes," "Entre Nubes de Volaris," "#VPonleTuApodoAUnAvión," "Ponle tu nombre a un avión," "Corro, Vuelo y Celebro", "Volaris tus vacaciones con YaVas" "Volaris AVSEC", "AVSEC Volaris", "Volaris 5,000 FT", "Volaris 10,000 FT". "Volaris 30,000 FT", "altitude by Volaris". We have registered the trademark "Volaris" with the trademark office in Mexico, the United States and in the countries in which we operate in Central and South America. The validity of the aforementioned trademarks have expiration dates ranging from 2026 to 2036.

For the development of the issuer our most important trademark is "Volaris," as it is the trademark under which the passenger air transportation services we provide are offered and advertised.

We operate software products under licenses from our vendors, including Jeppesen Systems AB, Navitaire LLC, Juniper Technologies Corporation, Despegar.com México, S.A. de C.V. and Loyalty Juggernaut. Inc. Under our agreements with Airbus, we use Airbus' proprietary information to maintain our aircraft.

D. Trend Information

See Item 5: "Operating and Financial Review and Prospects—Operating Results—Trends and Uncertainties Affecting our Business."

E. Tabular Disclosure of Contractual Obligations

The following table sets forth certain contractual obligations as of December 31, 2025:

	Contractual Obligations* Payments due by Period				
	Total	Less than 1 Year	1 to 3 years	3 to 5 years	More than 5 years
	(In thousands of dollars)				
Debt[1]	706,374	262,912	286,137	95,723	61,602
Lease liabilities[2]	4,678,133	693,477	1,650,234	995,467	1,338,955
Future lease liabilities[3]	285,934	15,876	47,656	47,656	174,746

Flight equipment, spare engines and spare parts purchase obligations[4]	6,376,803	355,253	1,730,813	3,008,755	1,281,982
Total future payments on contractual obligations	12,047,244	1,327,518	3,714,840	4,147,601	2,857,285

(1) Includes scheduled interest payments.

(2) Does not include maintenance deposit payments because they depend on the utilization of the aircraft.

(3) These refer to upcoming lease payments in connection with our committed sale and lease back agreements as of December 31, 2025.

(4) Our contractual purchase obligations consist primarily of aircraft and engine acquisitions through manufacturers and aircraft leasing companies. In December 2017, we signed an amendment to our purchase agreement with Airbus to purchase 80 aircraft which Airbus committed to deliver between 2022 and 2026. In July 2020, we amended the agreement with Airbus to reschedule the delivery of 80 aircraft between 2023 and 2028.In November 2021, we entered into a new amendment to the agreement with Airbus to purchase 39 additional aircraft which Airbus committed to deliver between 2023 and 2029. Additionally, we exercised our right under the agreement with Airbus to convert 20 A320neo aircraft into A321neo aircraft, four of which has been delivered as of the date of this annual report. In October 2022 we entered into a new agreement with Airbus to purchase 25 additional aircraft which Airbus committed to deliver in 2030. In November 2024, we entered into an amendment to the existing purchase agreement with Airbus to reschedule the deliveries for the 131 pending aircraft between 2025 and 2031.On February 24, 2026, we entered into an amendment to the existing purchase agreement with Airbus to reschedule 10 of the pending aircraft delivering in 2027 and 2028 to 2032.

* Disclosure of contractual obligations does not include obligations relating to our post-employment benefits which totaled U.S. $15 million on December 31, 2025.

In 2026, we expect our capital expenditures, net of financed pre-delivery payments, to be U.S. $350 million, consisting primarily of aircraft parts and rotable spare parts, construction and improvements to leased assets, and major maintenance costs (leasehold improvements to flight equipment recorded into rotable spare parts furniture and equipment, net).

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F. SUPPLEMENTAL INFORMATION ON NON-GAAP MEASURES

We evaluate our financial performance by using various financial measures that are not performance measures under International Financial Reporting Standards ("non-IFRS measures"). These non-IFRS measures include CASM and CASM ex-fuel.

These non-IFRS measures are provided as supplemental information to the financial information presented in this annual report that is calculated and presented in accordance with IFRS because we believe that they, in conjunction with the IFRS financial information, provide useful information to management's, analysts and investors overall understanding of our operating performance.

Because non-IFRS measures are not calculated in accordance with IFRS, they should not be considered superior to and are not intended to be considered in isolation or as a substitute for the related IFRS measures presented in this release and may not be the same as or comparable to similarly titled measures presented by other companies due to possible differences in the method of calculation and the items being adjusted.

We encourage investors to review our financial statements and other filings with the SEC in their entirety for additional information regarding the Company and not to rely on any single financial measure.

ITEM 6 DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Board of Directors

Our by-laws provide that the board of directors be comprised of no more than 21 members and their corresponding alternates, in which at least 25% of the members and their corresponding alternates are required to be independent pursuant to the LMV. A determination about independence must be made by our shareholders and it may be challenged by the CNBV. As of the date of this annual report, our board of directors is comprised of 12 members, of which 75% are independent.

Under our by-laws and the LMV, any shareholder or group of shareholders representing 10% of our outstanding capital stock, have the right to appoint one director for each such 10% ownership stake.

Set forth below are the name, age, position and biographical description of each of our directors as of the date of this annual report. The business address of our directors is that of our principal office.

Name	Age	Title	Alternate*
Brian Hanna Franke	62	Chairman	
Andrew Sammons Broderick	42	Director	
Marco Andrés Baldocchi Kriete	52	Independent Director	Rodrigo Antonio Escobar Nottebohm
Stanley Lorin Pace	72	Independent Director	
William Dean Donovan	64	Independent Director	
Enrique Javier Beltranena Mejicano	63	President, Chief Executive Officer and Director	
José Luis Fernández Fernández	66	Independent Director	
Joaquín Alberto Palomo Déneke	75	Independent Director	
John A. Slowik	75	Independent Director	
Ricardo Maldonado Yáñez	58	Independent Director	
Guadalupe Phillips Margain	55	Independent Director	
Mónica Aspe Bernal	48	Independent Director	

* Alternate directors are authorized to act on behalf of their respective directors in the event of such directors' inability to attend board meetings.

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Brian Hanna Franke has served as a member of our board of directors since 2010 and as Chairman of our board of directors since 2020. He is currently a principal specializing in aviation investments with Indigo Partners LLC, a private equity firm based in the United States. Mr. Franke is also a member of the board of directors of Frontier Airlines, JetSMART Airlines, APiJET and Cebu Pacific Airlines. He previously served on the board of directors of Tiger Airways Holdings (Singapore) from 2008 to 2010 and Tiger Airways Australia from 2009 to 2010. Prior to that, Mr. Franke was vice president of Franke & Company Inc., a boutique private equity firm focused on small and medium enterprises investments. He was also a director in marketing for Anderson Company, a U.S. real estate developer, from 1989 to 1992 and a marketing manager for United Brands Inc., a U.S. distribution and licensing company for consumer goods, from 1987 to 1989. Mr. Franke holds a B.S. in Business from the University of Arizona and a M.A. in International Management from Thunderbird School of Global Management. He also serves on the University of Arizona Foundation Board and participates on its Investment and Executive Committees.

Andrew Sammons Broderick has served as a member of our board of directors since 2023, Mr. Broderick, is a Managing Director of Indigo Partners LLC, a private equity

fund focused on air transportation, which he joined in July 2008. He has served on the board of directors of Frontier Airlines Holdings, Inc., an airline based in the United States, since January 2018; JetSMART Airlines SpA, an airline based in Chile, since September 2018; Wizz Air Holdings Plc, an airline based in Europe, since April 2019; and APiJET, LLC, a software company focused on providing real-time cost saving analytics to airlines, since November 2020; and CycloKinetics, Inc. (formerly CleanJoule) since May 2023, a sustainable aviation fuel development company. Additionally, Mr. Broderick serves on various committees of these companies, including finance, sustainability and culture, safety and security, and compensation committees. Prior to joining Indigo, Mr. Broderick was employed at a macroeconomic hedge fund and a stock-option valuation firm. Mr. Broderick holds a B.S. in Economics and a B.A. in Spanish from Arizona State University and a Masters of Business Administration from the Stanford Graduate School of Business.

Marco Andrés Baldocchi Kriete has served as a member of our board of directors since 2020, previously serving as an interim director since July 2019. Previously serving as our alternate director since 2010. Mr. Baldocchi currently serves as chief executive officer of Dollarcity, a high-growth retail company operating more than 600 locations in Central America, Colombia and Peru. Mr. Baldocchi was an independent director of Avianca Holdings, S.A. (formerly Avianca Taca Holdings, S.A.) from 2010 to 2014. He was a founding member of Transactel Inc. and a member of the board of directors of Banco Agricola from 2003 to 2007. He also serves on the boards of other aviation-related companies, such as Aeromantenimiento and Mobiliarie Latam in El Salvador and Guatemala. Mr. Baldocchi holds a master's degree in business administration from the Kellogg School of Management and a bachelor's degree in economics from Vanderbilt University.

Stanley Lorin Pace has served as a member of our board of directors since 2017. He is a partner at Bain & Company where he has served as a member and chair of most of its key governance board of directors. Mr. Pace was the founder of the transformation and airline practices at Bain & Company and has led many of its largest and most successful relationships and transformations. He also serves as a member of the board at Parkway Construction. Mr. Pace served as the chief executive officer of ATA from 1996 to 1997, at that time, ATA was the largest charter airline in the world. Mr. Pace holds a B.A. in Accounting and Finance from University of Utah -BYU, where he graduated as valedictorian, and a M.B.A. from Harvard Business School, where he graduated with high distinction.

William Dean Donovan has served on our board of directors since 2010 first as an alternate director and then as a full director starting in 2017. In 2009, Mr. Donovan joined the board of Prophet Brand Strategy, a marketing consultancy. At Prophet, he sits on the compensation committee and chaired the capital committee, which provided board oversight for the recapitalization of the company. He served on the board of the Metropolitan Bank from 2008 to 2015, where he chaired the compensation committee. He co-founded Volaris in 2005. Mr. Donovan worked with Bain & Company from 1989 to 2003. He was Managing Director of Bain Africa from 1999 to 2002, worked with aerospace clients, and led Bain's aviation practice and auto practice at various times. Mr. Donovan co-founded Casino Marketing Alliance, a provider of analytics services to the casino industry. Mr. Donovan has served as COO of Nimblefish Technologies, a specialized micromarketing agency and as CEO of SearchForce, a paid search workflow and optimization platform. Mr. Donovan currently leads DiamondStream Partners, an investment firm that specializes in aviation and aerospace technology. In this role, he assists companies focused on mid-mile freight, electric and hybrid electric propulsion, aircraft maintenance, revenue management, fleet management, irregular operations, unmanned aircraft, aerial inspection, drones, and the energy transition. He sits on the board or advises the following aviation and aerospace companies GPMS, Elroy Air, Verdego Aero, Ampaire, Wingtra, Stellar Labs, SwissDrones, and Volantio. He has previously served as Chairman and on the compensation committee of Stellar Labs. He is a frequent speaker on the future of aviation and aerospace. Mr. Donovan holds a B.A. in Rhetoric and Economics from the University of California Berkeley, where he graduated Phi Beta Kappa and Summa Cum Laude, and a M.B.A. from the Wharton School of the University of Pennsylvania.

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Enrique Javier Beltranena Mejicano is one of our co-founders and has served as our Chief Executive Officer since 2006 and as a member of our board of directors since 2016. He previously worked as Grupo TACA's chief operating officer, human resources and institutional relations vice president, cargo vice president and commercial director for Mexico and Central America. He also held the position of general director of Aviateca in Guatemala. Mr. Beltranena started his career in the aerospace industry in 1988. During the 1990s, he was responsible for the commercial merger of Aviateca, Sahsa, Nica, Lacsa and TACA Peru, which consolidated them into a single management entity called Grupo TACA. While at Grupo TACA, Mr. Beltranena also led the development of single operating codeshare and the negotiation of open skies bilateral agreements among each of the Central American countries and the United States, as well as the certification of the aeronautic authorities in Central America and Mexico and the compliance of the OACI regulation. In 2001, Mr. Beltranena led Grupo TACA's complete restructuring as its chief operating officer. In 2017, Mr. Beltranena participated in one of the biggest joint negotiations for the purchase of single aisle aircraft with Airbus. In 2009, Mr. Beltranena was awarded the Federico Bloch Award by the Latin American & Caribbean Air Transport Association. Mr. Beltranena was named to the Ernst & Young's Entrepreneur of The Year Hall of Fame in 2012 after winning the 2011 Mexico Entrepreneur of the Year award. He also received the National Order of Merit (Knight's Badge) from the President of France in 2014. In 2017, he was president of the Board of Directors of IPADE-UP Business School. He is currently a member of the IATA Board of Governors, where he has been a keynote speaker at the Flight Safety Foundation in 2018. In 2022, he participated as a mentor of IATA Board of Governors, in order to incorporate the vision of the CEOs in safety within the aviation. In February 2022, he started as national counselor of the Coordinating Council of Women Entrepreneurs. Mr. Beltranena is widely recognized for his philanthropic activities, including supporting the construction of a Catholic church in Mexico City, advancing women's rights, and championing the protection of children and adolescents from human trafficking.

José Luis Fernández Fernández has been one of our independent directors since 2012 and is also the chairman of our audit committee. Mr. Fernandez is also a member of the audit committees of several companies including Grupo Televisa, S.A.B. de C.V. and Empresas Cablevisión, S.A.B. de C.V., and he is also an alternate member of the board of directors of Arca Continental, S.A.B. de C.V. Mr. Fernández is a non-managing limited partner of Chevez Ruiz Zamarripa. Mr. Fernández holds a Public Accounting Degree (*Licenciatura en Contaduría)* from Universidad Iberoamericana and a certification issued by the Mexican Institute of Public Accountants. Mr. Fernández participated in the "Director Development Program" offered by the Center of Excellence in Corporate Governance and the Mexican Stock Exchange, as well as in the "Introduction to the Stock Market" course offered by the same institution. In addition, he attended the "Corporate Governance and Performance Program" organized by the Yale University School of Business.

Joaquín Alberto Palomo Déneke has served as a member of our board of directors since 2005 and as a member of our audit committee. He is also a member of the board of directors of Aeromantenimiento, CASSA and of Banco Agrícola in El Salvador. Mr. Palomo has over two decades of experience in the financial air transportation and commercial aerospace sectors, assessing financial and operational risks, where he created and implemented the first organization for Grupo TACA. He also actively participated in the planning, purchasing negotiations, closing, organization and final merger of AVIATECA, Tan/Sahsa, TACA de Honduras, Nica, Lacsa, Isleña de Inversiones, La Costeña, Aeroperlas and Trans American Airlines to form Grupo TACA. Mr. Palomo has negotiated the financing of more than $1 billion in aircraft leases, sales and leasebacks. Mr. Palomo holds a B.S. in Agricultural Economics from Texas A&M University.

John A. Slowik has served as a member of our board of directors and as a member of our audit committee since 2012. Prior to joining our board, Mr. Slowik has had over three decades of experience in the air transportation and commercial aerospace sectors as a banker at Citi (and its predecessors) and Credit Suisse, where he managed its America's Airline Industry investment banking practice. Mr. Slowik's experience includes corporate and investment banking, where his activities involved financial risk assessment, public and private market capital raising, highly structured debt issuance, aircraft leasing, principal investment, mergers and acquisitions advisory work and restructuring troubled situations in and out of court. His cross-cultural experiences include managing teams of bankers and professionals while executing various transactions for clients in Central and South America, North America, Western Europe, the Middle-East and the Asia and Pacific regions. Mr. Slowik is also a member of the board of directors and chairman of Turbine USA LLC, private commercial jet engine leasing company operating out of Ireland and the United States, respectively. Mr. Slowik serves as a senior advisor to volofin Capital Management Ltd., a specialty finance company focused on delivering innovative financing solutions for the commercial aviation market. He is a licensed, but now inactive private pilot. Mr. Slowik has a B.S. in Mechanical Engineering from Marquette University and a M.B.A. from the Kellogg School of Management at Northwestern University.

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Ricardo Maldonado Yáñez has been member of our board of directors since 2018 and is also the chairman of our corporate governance committee since 2023. He is a

partner at the law firm of Mijares, Angoitia, Cortés y Fuentes, S.C., since 1999. Mr. Maldonado has been involved in the aviation industry for two decades in different roles including a Secretary of the Board of Mexicana de Aviación, board member of Grupo Aeroportuario del Centro Norte (OMA), as well as counsel of the Mexican Ministry of Communications and Transportation in OMA´s initial public offering and certain M&A transactions related to Grupo Aeroportuario del Sureste (ASUR). Mr. Maldonado focuses his practice in M&A, securities and corporate governance matters, and is a member of the Board of ICA, one of Mexico's largest construction and engineering companies. Mr. Maldonado is a member of the National Association of Corporate Directors and of the International Corporate Governance Network (ICGN). Mr. Maldonado recently attended the Chief Sustainability Officer Acceleration Program in collaboration with the BIVA Institute and the Social Value Institute in 2023. He has a master's degree (LL.M.) from the University of Chicago Law School, a corporate law diploma from the Instituto Tecnológico Autónomo de México (ITAM) and a lawyer's degree from the Universidad Nacional Autónoma de México (UNAM).

Guadalupe Phillips Margain has served as a member of our board of directors since 2020. She is the Chief Executive Officer of ICA Tenedora, S.A. de C.V., and also a member of the board of directors. She previously worked in Grupo Televisa where she was Vice-president of Finance and Risk and served in other positions. Ms. Phillips serves as member of the board of directors of several companies including Grupo Televisa, Grupo Axo, AUNA, Royal Holiday, Openbank and Club de Industriales. Ms. Phillips holds a Law Degree (*Licenciatura en Derecho*) from the Instituto Tecnológico Autónomo de México, a M.A.L.D. (Master of Arts in Law and Diplomacy) and a Ph.D. from The Fletcher School of Law and Diplomacy, Tufts University.

Mónica Aspe Bernal has served as a member of our board of directors since April 2020, and is a member of our corporate governance committee. She is the Chief Executive Officer of AT&T Mexico and serves in the boards of Nemak and Banco Nacional de México S.A. She previously was Mexico's Ambassador to the OECD. She served as Vice-Minister in the former of Communications of the Ministry of Communications and Transportation. Ms. Aspe holds a B.A. in Political Science from Instituto Tecnológico Autónomo de México and a M.A. in Political Science from Columbia University.

Senior Management

Our executive officers are appointed by our board of directors, pursuant to a proposal made by the corporate governance committee, for an indefinite term and may be removed by our board of directors at will, provided the corresponding severance payments are made, if applicable, in accordance with Mexican labor law and the applicable labor contract.

Set forth below are the name, age, position and a description of the business experience of each of our executive officers not described above, as of the date of this annual report. The business address of our executive officers is that of our principal office.

Name	Age	Title
Enrique Javier Beltranena Mejicano	63	President, Chief Executive Officer and Director
Holger Blankenstein	51	Executive Vice President Airline Commercial and Operations
Jaime E. Pous	56	Chief Financial Officer
José Luis Suárez Durán	58	Chief Operating Officer
José Alejandro de Iturbide Gutiérrez	59	Chief Legal Officer
Jimmy Maurice Zadigue	54	Senior Corporate Audit Services and Risk Assessment Director

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Holger Blankenstein has served as our Executive Vice President Airline Commercial and Operations since 2018, in charge of our commercial, digital, operations, customer service and maintenance areas. Prior to his current role, Blankenstein served as Chief Commercial Officer from 2009 to 2017, leading the areas of sales, marketing, planning, itineraries, revenue management and cargo and leading the IT department. Blankenstein has been with us since our founding in 2005 and was part of the team that took us public in 2013. Before 2005, he was Director of Strategic Development at TACA International Airlines in El Salvador, from 2003 to 2005, where he led many key projects such as the integrated airline systems migration, TACA's maintenance business growth strategy and the business plan for Volaris. He began his career as a consultant for Bain & Company in 1998 in the Munich office. Blankenstein transferred to the Sydney office in 2000. He was involved with assignments in financial services, automotive and retail industries. Blankenstein holds a B.S. in Business and Economics from Goethe University and a M.B.A. from the University of Iowa.

Jaime E. Pous has served as our Chief Financial Officer since 2021. He previously served as our interim Chief Financial Officer from June 2020, he joined in 2013 as our General Counsel and served as our Chief Legal Officer and Corporate Affairs Senior Vice President from 2016 to 2020. Additionally, he served as secretary of our board of directors from 2018 to 2022 and as secretary of our audit and corporate governance committee from 2013 to 2022. Prior to joining us, he worked at *Grupo Televisa*, where he was legal director from 1999 to 2012. Mr. Pous holds a Law Degree (Licenciatura en Derecho) from the *Instituto Tecnológico Autónomo de México* and an LL.M. from The University of Texas at Austin, School of Law.

José Luis Suárez Durán has served as our Chief Operating Officer since 2015. He joined Volaris in 2006 as Sales Director. In 2012, he served as Retail and Customer Director, where he supervised the airport operations, ramp management, flight attendants and customer solutions. Prior to joining us, Mr. Suárez worked at Sabre Holdings from 1996 to 2006. Mr. Suárez holds a licenciatura in Industrial Engineering from the Universidad Iberoamericana, a Degree in Executive Management from IPADE Business School, a M.S. in Industrial Engineering and a M.B.A. from the University of Missouri, Columbia.

José Alejandro de Iturbide Gutiérrez has served as our Chief Legal Officer since 2021 and as Secretary of our board of directors since April 2022. Mr. Iturbide served as General Counsel, Managing Director and Secretary of the board of directors of Grupo Financiero Citibanamex, having also served as General Counsel in Mexico at General Electric and Barclays Capital, among others. Mr. de Iturbide received and holds a Law Degree (*Licenciatura en Derecho*) from the Universidad Nacional Autónoma de México and an LL.M. from the University of Notre Dame, School of Law (Program in London, England).

Jimmy Maurice Zadigue has served as our Senior Corporate Audit Services and Risk Assessment Director (formerly Internal Audit Director) since 2020. He previously served as our Internal Audit Director from 2011 to 2019. Mr. Zadigue worked as the internal audit director of Sempra Infrastructure Mexico (IEnova), the director of operations, finance and administration at Swarovski in Mexico and as the director of finance and business control at Bombardier North America. Mr. Zadigue is also a Chartered Public Accountant in Canada and a Certified Internal Auditor. Mr. Zadigue holds a B.B.A. from HEC-Montreal and a M.S. in Accounting Sciences from the Université du Québec.

Activities of Senior Management

Our chief executive officer and members of our senior management (*directivos relevantes*) are required to focus their activities on creating value and could be liable for damages to the company for:

- favoring a shareholder or group of shareholders;
- approving transactions between the company (or its subsidiaries) with related persons without satisfying legal requirements, such as obtaining a fairness opinion and the approval of our board of directors, on a case-by-case basis;

- using (or authorizing a third party to use) our assets in a manner that is against our policies;
- making inappropriate use of our non-public information;
- taking advantage of corporate opportunities or consulting a third party to take advantage of corporate opportunities without approval from our board of directors;
- knowingly disclosing or revealing false or misleading information or omitting the disclosure of material information;
- ordering that transactions undertaken be omitted from registration;
- destroying or modifying company results or information; or
- filing false or misleading information with the CNBV.

Our chief executive officer is responsible, among other things, for:

- implementing the instructions established at our shareholders' meeting and that of our board of directors;
- submitting to the board of directors for approval the principal strategies for the business;
- submitting to the audit committee proposals for our internal control system;
- disclosing all material information to the public;
- complying with applicable law in connection with share repurchases and subsequent purchases;
- complying with applicable law in respect of dividend payments; and
- maintaining adequate accounting and registration internal control systems and mechanisms.

B. Compensation

Director and Executive Compensation

In 2023, 2024, and 2025, the senior management positions listed in this annual report received an aggregate compensation for short-term of U.S.$5.9 million, U.S.$6.5 million, and U.S.$6.4 million, respectively as well as long-term of U.S.$4.2 million, U.S.$4.2 million, and U.S.$4 million, respectively.

In 2023, 2024, and 2025, all our senior management positions received an aggregate compensation for short-term benefits of U.S.$13.8 million, U.S.$15.2 million, U.S.$17.2 million, respectively as well as long-term of U.S.$5.7 million, U.S.$6.5 million, and U.S.$5.9 million, respectively. These amounts were recognized in salaries and benefits in our consolidated statements of operations.

In 2023, 2024, and 2025, the chairman and the independent members of our board of directors received a net compensation of U.S.$0.7 million, U.S.$0.4 million, and U.S.$0.4 million, respectively, and the rest of the directors received a net compensation of U.S.$0.2 million, U.S. $0.1 million, and U.S.$0.2 million, respectively.

In 2024 and 2025, the amount paid to the chairman and independent members included payment through our shares totaling U.S.$0.8 million and U.S.$0.8 million, respectively.

Our directors or executive officers are generally not entitled to any benefits upon termination, except for indemnification payments provided under the Mexican Federal Labor Law (*Ley Federal del Trabajo*), if any. However, in connection with the Proposed Transaction, certain employment agreements of certain executive officers will provide for certain severance payments and other rights, including the right to sell ordinary shares of the Company received pursuant to employee compensation arrangements to the Company at pre-determined prices.

Management incentive plan ("MIP II")

On February 19, 2016, the Board of Directors authorized an extension to the MIP for certain key executives; this plan was named MIP II. In accordance with this plan, we granted SARs to key executives, which entitle them to a cash payment after a service period. The amount of the cash payment is determined based on the increase in the share price of the Company between the grant date and the time of exercise. The liability for the SARs is measured initially and at the end of each reporting period until settled at the fair value of the SARs, taking into account the terms and conditions on which the SARs were granted. The compensation cost is recognized in the consolidated statement of operations under the caption of salaries and benefits, over the required service period.

On July 15, 2025, a five-year extension of MIP II was approved, running through February 18, 2031.

The carrying amount of the liability relating to these SARs as of December 31, 2023, 2024, and 2025 was U.S.$1.4 million, U.S.$0.1 million, and U.S.$0.01 million, respectively. The compensation cost is recognized in our consolidated statements of operations under the caption salaries and benefits over the service period. During the year ended December 31, 2023, 2024, and 2025, we recorded a benefit of U.S.$0.1 million, U.S.$1.1 million, and U.S.$0.1 million, respectively, associated with these SARs in our consolidated statements of operations. No SARs were exercised during 2023, 2024, and 2025.

Board of Directors Incentive Plan (BoDIP)

The number of shares held by the trustee as of December 31, 2023, was 4,781,769 of which three shares were priced at Ps.26.29; 586,263 shares were priced at Ps.16.12; 807,255 shares were priced at Ps.16.80; 2,107,566 shares were priced at Ps.9.74; 610,848 shares were priced at Ps.32.23; and 669,834 shares were priced at Ps.33.80.

The number of shares held by the trustee as of December 31, 2024, was 3,388,251 of which three shares were priced at Ps.26.29; 2,107,566 shares were priced at Ps.9.74; 610,848 shares were priced at Ps.32.23 and 669,834 shares were priced at Ps.33.80.

During 2025, certain conditions were met and the executives did exercise the option to purchase shares. In accordance with the terms of the plan, Volaris is entitled to receive the proceeds from the sale of these shares. The number of forfeited shares during the year ended December 31, 2025 was 1,898,603.

The number of shares held by the trustee as of December 31, 2025, was 1,138,384 of which 542,976 shares were priced at Ps. 32.23 and 595,408 shares were priced at Ps.33.80.

In April 2023, our Annual General Shareholders' Meeting modified the terms of the BoDIP. Starting in 2023, certain members of the Board of Directors receive additional benefits through a stock-based plan administered by the LTIP Trust. These benefits are delivered to the beneficiaries once the established conditions are met.

As of December 31, 2023, the trustee held 370,860 shares priced at Ps.21.14.

As of December 31, 2024, the trustee held 588,205 shares priced at Ps.13.27.

As of December 31, 2025, the trustee held 1,030,094 shares priced at Ps.7.90.

Long-term Incentive Plan

On November 6, 2014, our shareholders and the shareholders of our subsidiary Servicios Corporativos, approved an amendment to the current LTRP for the benefit of certain key executives, based on the recommendations of our Board of Directors at its meetings held on July 24 and August 29, 2014. For such purposes on November 10, 2014, an irrevocable Administrative Trust was created by Servicios Corporativos and the key executives. The new plan was restructured and named LTIP, which consists of a share purchase plan (equity-settled transaction) and SARs plan (cash settled).

On October 18, 2018, our Board of Directors approved a new LTRP for certain of our executives, through which the beneficiaries of the plan, will receive our shares once the service conditions are met. This plan does not include cash compensations granted through appreciation rights on our shares. The retention plans granted in previous periods under LTRP will continue to be in full force and effect until their respective due dates and the cash compensation derived from them will be settled according to the conditions established in each plan.

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Share Purchase Plan (Equity-Settled)

Under the share purchase plan (equity-settled), in November 2014, certain of our key executives were granted with a special bonus in an amount of Ps.10.8 million (U.S.$797 thousand as of November 11, 2014, based on an exchange rate of Ps.13.58 to U.S. $1), to be used to purchase our Series A shares.

The bonus amount of Ps.7.1 million (U.S. $520 thousand as of November 11, 2014 based on an exchange rate of Ps.13.58 to U.S.$1), net of withheld taxes, was transferred on November 11, 2014, as per the written instructions of each key employee, to the Administrative Trust for the acquisition of our Series A shares through an intermediary authorized by the BMV based on the Administration Trust's Technical Committee instructions.

Subject to specified terms and conditions set forth in the Administrative Trust, the acquired shares are held in escrow under the Administrative Trust for its administration until the vesting period date for each key employee, when such key employee can fully dispose of the shares as desired.

The share purchase plan provides that if the terms and conditions are not met by the vesting period date, then the shares will be sold in the BMV, and Servicios Corporativos, Volaris and Volaris Opco would be entitled to receive the proceeds of the sale of such shares.

The key executives' account balance will be tracked by the Administrative Trust. The Administrative Trust objectives are to acquire Series A shares on behalf of the key executives and to manage the shares granted to such key executive based on instructions set forth by the Technical Committee.

As the Administrative Trust is controlled and therefore consolidated by Volaris, shares purchased in the market and held within the Administrative Trust are presented for accounting purposes as treasury stock in the consolidated statement of changes in equity.

In November 2023, 2024, and 2025 allocations to this plan were approved by our board of directors. The total cost of the allocations approved were U.S.$ 5.7 million (U.S.$3.7 million net of withheld taxes), U.S.$5.8 million (U.S.$3.8 million net of withheld taxes), and U.S.$5.9 million (U.S.$3.8 million net of withheld taxes), respectively. Under the terms of the incentive plan, certain of our key employees were granted a special bonus that was transferred to the administrative trust for the acquisition of our Series A shares.

During 2023, 2024 and 2025 we recognized U.S. $6.0 million, U.S. $6.3 million and U.S. $6.4 million, respectively, as compensation expense associated with the long-term incentive plan in our consolidated statements of operations.

During the year ended December 31, 2023, some key executives left us; therefore, the vesting conditions were not fulfilled. In accordance with the terms of the plan, Servicios Corporativos, Volaris and Volaris Opco are entitled to receive the proceeds of the sale of such shares. The number of forfeited shares as of December 31, 2023, was 330,453.

During 2024, there were no forfeited shares. During 2025, some key executives left us; therefore, the vesting conditions were not fulfilled. In accordance with the terms of the plan, Servicios Corporativos, Volaris and Volaris Opco are entitled to receive the proceeds of the sale of such shares. The number of forfeited shares as of December 31, 2025, was 295,821. As of December 31, 2023, 2024, and 2025, 9,163,300 shares, 10,492,330 shares, and 10,939,303 shares, respectively, were held in trust under this plan as all shares granted remained unvested. Such shares were considered as treasury shares and considered outstanding for diluted earnings per share purposes because the holders are entitled to dividends if and when distributed.

C. Board Practices

Board Practices

The members of our board of directors are elected annually at our ordinary general meeting of shareholders. All board members hold their positions for one year and may be reelected.

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Authority of the Board of Directors

For a description of the authority of our directors, see Item 10: "Additional Information-Memorandum and Articles of Association—Provisions of Our By-laws and Mexican Law Relating to Directors."

Duty of Care and Duty of Loyalty

The LMV imposes duties of care and of loyalty on directors.

For a description of the duties of care and loyalty of our directors, see Item 10: "Additional Information—Memorandum and Articles of Association—Provisions of Our By-laws and Mexican Law Relating to Directors."

Restructuring of Committees of the Board of Directors

On April 21, 2023, our shareholders approved a plan (the "April 2023 Committee Restructuring Plan") to amend our by-laws and restructure the two committees of our board of directors. The audit and corporate governance committee was split into two committees: (i) the audit committee and (ii) the corporate governance committee. Additionally, the compensation and nominations committee ceased to exist and the corporate governance committee assumed its compensation and nomination duties.

Audit Committee

The LMV requires us to have an audit committee, which must be comprised of at least three independent members. The audit committee was established in April 2023 as a result of the April 2023 Committee Restructuring Plan. We believe that all of the members of the audit committee are independent under the LMV and Exchange Act Rule 10A-3.

The audit committee's principal duties are to:

- call shareholders' meetings and request the inclusion of matters in the agenda;
- supervise and evaluate our external auditors and analyze their reports (including their opinion of our annual report);
- analyze and supervise the preparation of our financial statements and make recommendations to the board of directors on their approval;
- inform the board of directors of the status of our internal controls, our internal audit program and their adequacy;
- supervise the execution of related party transactions and transactions representing 20% or more of our consolidated assets being undertaken pursuant to applicable law;
- render its opinion to the board of directors regarding transactions with related parties;
- request reports from our executive officers or independent experts whenever it deems appropriate;
- investigate and inform the board of directors of any irregularities that it may encounter;
- receive and analyze recommendations and observations made by the shareholders, members of the board of directors, executive officers or any third party and take the necessary actions;
- supervise compliance by our chief executive officer of instructions provided by our board of directors or shareholders;
- provide an annual report to the board in respect of accounting policies and their sufficiency, adequacy and consistency;

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- request opinions from independent third party experts;
- assist our board of directors in the preparation of reports for the annual shareholders' meeting; and
- hire or recommend auditors to shareholders and approve them.

As of the date of this annual report, the audit committee has at least one financial expert, José Luis Fernández Fernández, and is composed of three members.

The current members of our audit committee are:

Name	Title
José Luis Fernández Fernández	Chairman and Independent Director
Joaquín Alberto Palomo Déneke	Independent Director
John A. Slowik	Independent Director

Corporate Governance Committee

The LMV requires us to have a corporate governance committee, which must be comprised of at least three independent members. The corporate governance committee was established in April 2023 as a result of the April 2023 Committee Restructuring Plan. We believe that all of the members of the corporate governance committee are independent under the LMV and Exchange Act Rule 10A-3.

The corporate governance committee's principal duties are to:

- call shareholders' meetings and request the inclusion of matters in the agenda;
- supervise and report on the performance of our chief executive officer and render opinions to our board of directors regarding his nomination, election, removal, compensation, and related policies;
- supervise and report on the performance of our officers to our board of directors and render opinions to our board of directors regarding their nomination, election, removal, compensation, and related policies;
- submit proposals to the board of directors relating to the nomination or removal of officers within the first two corporate levels;
- propose the remuneration schemes of the first four corporate levels of the Company or those determined by it, for approval of the board of directors;
- assist our board of directors in the preparation of reports for the annual shareholders' meeting;
- consult with third-party experts in connection with any issues related to compensation, organizational development, and other related matters;
- propose to the board of directors the adoption, modification or termination of any incentive plan for employees of the Company;
- propose to our board of directors the entering into, amendment or termination of any collective bargaining agreements;
- inform our board of directors of relevant labor contingencies;

- provide an annual report to the board in respect of corporate governance and nomination and compensations matters; and
- assist our board of directors in the preparation of reports for the annual shareholders' meeting.

As of the date of this annual report, the current members of the corporate governance committee are:

Name	Title
Ricardo Maldonado Yáñez	Chairman and Independent Director
Mónica Aspe Bernal	Independent Director
Guadalupe Phillips Margain	Independent Director

D. Employees

We believe that having well-trained and driven employees impacts our growth potential and the quality of the service we provide. We therefore expend significant effort on selecting and training individuals who we believe are the best qualified for our company and will fit well within our corporate culture of customer service, meritocracy and efficient operations.

As of December 31, 2025, we had 7,098 employees, which consisted of 1,255 pilots, 2,571 flight attendants, 263 ramp operations personnel, 738 airport and customer service personnel, 1,055 maintenance personnel, 89 dispatch personnel, and 1,127 management and administrative personnel. Of our total employees, 5,122 or 72% are members of the Union of Workers of the Aeronautic, Similar or Connected Industries (Sindicato de Trabajadores de la Indústria Aeronaútica, Similares y Conexos de la República Méxicana) ("STIAS") and the remaining 28% of our employees are not part of any union. Volaris Opco entered into a collective bargaining agreement with our union employees and will expire in February 2028 for benefits and salaries. On January 19, 2026, a salary review agreement was signed with the union, in accordance with the terms established in the collective bargaining agreement. This agreement stipulates a 4% salary increase, including per diem and food allowances. We believe we have a good relationship with our employees and have never had labor strikes or work stoppages.

The following table sets forth the number of our employees per category and average employees per aircraft for the periods indicated below:

	For the Years ended December 31,		
Employees	2023	2024	2025
Pilots	1,427	1,339	1,255
Flight attendants	2,748	2,512	2,571
Ramp operations personnel	196	222	263
Airport and customer service personnel (1)	972	809	738
Maintenance personnel	574	640	1,055
Dispatch personnel	-	61	89
Management and administrative personnel	1,281	1,318	1,127
Total	7,198	6,901	7,098
Average employees per aircraft (2)	54	44	44

(1) For the years ended December 31, 2023, 2024, and 2025, the number of employees that were considered traffic agents is 650, 470, and 380, respectively.

(2) Traffic agents are considered on a 60.0 % FTE (Full-Time Equivalent) basis for this calculation, as they are part-time employees.

We provide extensive training to our pilots, flight attendants, technical staff and customer service representatives, which complies with Mexican and international standards. We have implemented employee accountability initiatives both at the time of hiring and on an ongoing basis in order to maintain the quality of our crew and customer service.

Our compensation strategy is meant to retain talented and motivated employees and is designed to align the interests of our employees with our own. All of our employees, including pilots, flight attendants, ground employees and management, are subject to variable, performance-based compensation employment arrangements, which are intended to promote efficiency, operating performance and profitable results. In addition, there is no seniority pay escalation among our pilots in order to encourage meritocracy.

E. Share Ownership

For information regarding the share ownership of directors and officers, see Item 7A: "Major Shareholders and Related Party Transactions." For information as to our equity incentive plans, see Item 6B: "Director, Senior Management and Employees— Compensation."

F. Disclosure of a Registrant's Action to Recover Erroneously Awarded Compensation

None.

ITEM 7 MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders Our Principal Shareholders

Our shareholders are Mexican investors, international investors, and investment funds managed by Indigo Partners LLC ("Indigo"). Our shareholders have a long history of investing in Mexico and some of them have experience in the airline industry by having formed, or by holding interests in, Frontier, Jet SMART, Spirit, Tiger and Wizz.

Major Shareholders and Share Ownership

The following table sets forth information as of the date of this annual report with respect to beneficial ownership of our capital stock:

- each person that is a beneficial owner of 5% or more of our outstanding shares of capital stock;
- each of our executive officers;

- each of our directors; and
- all of our executive officers and directors as a group.

Shareholders	Common Stock	
	Series A Shares Number	Percentage
5% Shareholders:		
Funds managed by Indigo[(1)]	212,575,679	18.2%

(1) Consists of 135,974,070 Series A shares (deposited in the CPO trust) held by Indigo LatAm LP., 4,229,289 Series A shares (deposited in the CPO trust) held by Long Bar LatAm, LLC, 178,220 Series A shares (deposited in the CPO trust) held by Long Bar LatAm II LP, 30,000,000 Series A shares (deposited in the CPO trust) held by Indigo Mexico LLC and 42,194,100 Series A shares (deposited in the CPO trust) held by Indigo Mexico Cöoperatief U.A. William A. Franke is the managing member of a fund that is the general partner of Indigo Mexico Cöoperatief U.A, and is manager of the funds of Long Bar LatAm, LLC, Indigo LatAm LP, Long Bar LatAm II LP and Indigo Mexico LLC, and as such, has voting and dispositive power over these shares. Mr. Franke disclaims beneficial ownership of the shares held by these entities except to the extent of any pecuniary interest therein. Indigo Mexico Coöperatief U.A. has a principal business address at: Schiphol Boulevard 231, 1118 BH Amsterdam, Netherlands. All other entities listed herein, whose shares are beneficially owned by Indigo, have a principal business address at: N. Scottsdale Road, Scottsdale, Arizona 85250.

As of the date of this annual report, our directors and officers owned shares as follows:

Name	Title	Number of shares
Brian Hanna Franke	Chairman of the Board	3,217,250 *
John A. Slowik	Independent Director	191,860 *
William Dean Donovan	Independent Director	2,863,650 *
Andrew Sammons Broderick	Director	41,920
Monica Aspe Bernal	Independent Director	89,953
Marco Andrés Baldocchi Kriete	Independent Director	187,050 *
Stanley Lorin Pace	Independent Director	228,390 *
Guadalupe Phillips Margain	Independent Director	158,513
Ricardo Maldonado Yáñez	Independent Director	176,678
José Luis Fernández Fernández	Independent Director	193,724
Joaquin Alberto Palomo Deneke	Independent Director	101,860
Enrique Javier Beltranena Mejicano	Director, President and Chief Executive Officer	13,866,647
Holger Blankenstein	Executive Vice President Airline Commercial and Operations	5,567,828 *
Jaime E. Pous	Chief Financial Officer	2,566,057
José Luis Suárez Durán	Chief Operating Officer	785,238
José Alejandro de Iturbide Gutiérrez	Chief Legal Officer	740,442
Jimmy Maurice Zadigue	Senior Corporate Audit Services and Risk Assessment Director	173,287 *

* Shares owned through CPOs or ADSs. Based on beneficial ownership reports filed with the U.S. Securities and Exchange Commission.

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This share ownership represents less than 2.7% of our shares. No other director or member of senior management owns any of our capital stock as of the date of this annual report. Except for the management incentive plan disclosed in this annual report, we have no arrangements for the issuing or granting of our options, shares or securities to our employees, nor do we have any other arrangement for involving our employees in our capital.

Securities Held in Host Country

As of December 31, 2025, 66,231,675 ADSs (equivalent to 662,316,750 shares, or 57% of the total outstanding shares of our common stock) were outstanding and held of record by 22 registered shareholders of depositary receipts. We are aware that many ADSs are held of record by brokers and other nominees, and accordingly the above numbers are not necessarily representative of the actual number of U.S. persons who are beneficial holders of ADSs or the number of ADSs beneficially held by such persons.

Registration Rights

We have granted the registration rights described below to our principal shareholders, to register shares of capital stock (and/or CPOs having such shares as underlying securities) owned by each of them after our initial public offering with SEC under the Securities Act, pursuant to the terms of a registration rights agreement filed as Exhibit 4.7 to our registration statement on Form F-1 filed with the SEC on September 16, 2013 (the "Registration Rights Agreement"). No registration rights were granted to our principal shareholders in respect of the registration of our shares with the RNV maintained by the CNBV, because all of our Series A shares were registered thereat concurrently with our initial public offering, and such registration will be updated, from time to time, as required under applicable Mexican law.

The following description of the terms of the Registration Rights Agreement is intended as a summary only and is qualified in its entirety by reference to the copy filed as Exhibit 4.7 to our registration statement on Form F-1 filed with the SEC on September 16, 2013.

Demand and Short-Form Registration Rights

Since the completion of our initial public offering, our principal shareholders are entitled to certain demand and short-form registration rights. The holders of at least a majority of the shares (and/or CPOs having such shares as underlying securities) subject to the registration rights can, on not more than two occasions, request that we register all or a portion of their shares (and/or CPOs having such shares as underlying securities) under the Securities Act.

In addition, since our initial public offering, these holders became entitled to certain short-form registration rights. The holders of shares (and/or CPOs having such shares as underlying securities) with a proposed aggregate offering price of at least U.S. $20 million at the time of the request may make a written request that we register their shares (and/or CPOs having such shares as underlying securities) on a short form registration, if we are eligible to file a registration statement on Form F-3. These holders may make an unlimited number of requests for registration on Form F-3. However, we will not be required to effect a demand or short-form registration within 90 days after the effective date of a previous demand or short-form registration.

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Moreover, once every 12 months, we may postpone for up to six months the filing or the effectiveness of a registration statement for a demand or a short-form registration, if our board of directors determines that such registration would have a material adverse effect on any of our proposals or plans to engage in any acquisitions of

assets, merger, consolidation, tender offer or any other material transaction.

Piggyback Registration Rights

In the event that we propose to register any of our securities under the Securities Act, our principal shareholders will be entitled to certain "piggyback" registration rights allowing the holder to include their shares (and/or CPOs having such shares as underlying securities) in such registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act (pursuant to a demand or short-form registration, or pursuant to a registration on Form F-4 or F-8 or any successor or similar forms), our current principal shareholders holding these shares (and/or CPOs having such shares as underlying securities) are entitled to notice of the registration and have the right, subject to limitations that the underwriters may impose on the number of shares (and/or CPOs having such shares as underlying securities) included in the registration, to include their shares (and/or CPOs having such shares as underlying securities) in the registration.

Expenses of Registration, Restriction and Indemnification

We will pay all registration expenses, including the legal fees of one counsel for all holders under the Registration Rights Agreement. In addition, we will reimburse such holders for the reasonable fees and disbursements of each additional counsel retained for the purpose of rendering any legal opinion if and to the extent required by underwriters or us.

The demand, short-form and piggyback registration rights are subject to customary restrictions such as blackout periods and any limitations on the number of shares (and/or CPOs having such shares as underlying securities) to be included in the underwritten offering imposed by any lead underwriter. The Registration Rights Agreement also contains indemnification provisions that we believe are customary for similar transactions.

Significant Changes in Share Ownership

None.

Differences in Voting Rights

See Item 10: "Additional Information—Memorandum and Articles of Association—Overview—Voting Rights."

B. Related Party Transactions

We have engaged in a number of transactions with related parties.

Servprot S.A. de C.V., ("Servprot")

Servprot was a related party until June 13, 2023, because Mr. Enrique Javier Beltranena Mejicano, our Chief Executive Officer and director was shareholder of such Company. Servprot provides security services for Mr. Beltranena and his family.

As of December 31, 2023, there were no outstanding balances due to Servprot. As of December 31, 2023, we accrued expenses of U.S. $0.1 million, in connection with these services

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MRO Commercial, S.A. ("MROC")

MRO Commercial, S.A. ("MROC") and Aeromantenimiento, S.A. ("Aeroman") are related parties because Mr. Joaquin Alberto Palomo Déneke a member of our board of directors is an alternate director of MRO Holdings, parent company of MROC, and Aeroman. Additionally, Marco Baldocchi, an independent member of our board of directors was a member of Aeroman's board of directors until November, 2024. On January 1, 2017, we entered into an aircraft repair and maintenance service agreement with Aeroman. On January 1, 2022, we entered into an amendment of such agreement where: (i) the agreement was assigned by Aeroman to MROC and Aeroman was appointed as the designated entity to perform the repairs and maintenance services; and (ii) the agreement was extended until January 1, 2027. On January 1, 2024, the agreement was further amended to extend the term until December 31, 2028. On January 1, 2025, we signed an amendment and extended the agreement until December 31, 2035. The agreement provides for the exclusive use of MROC's services for the repair and maintenance of aircraft, subject to availability of Aeroman facilities. Under the agreement, the related parties provide inspection, maintenance, repair and overhaul services for aircraft. We make payments under the agreement depending on the services performed. As of December 31, 2023, 2024, and 2025 the balance due to MRO under the agreement was U.S. $8.0 thousand, U.S. $1.0 million, and U.S. $1.8 million, respectively.

During the year ended December 31, 2023, 2024, and 2025, we incurred expenses with MRO of U.S. $15.7 million, U.S $21.4 million, and U.S. $23.4 million, respectively.

Mijares, Angoitia, Cortés y Fuentes, S.C. ("MACF")

MACF is a related party because Mr. Ricardo Maldonado Yáñez, independent member of our board since April 2018, is partner of MACF and the firm provides legal services to us.

As of December 31, 2023, 2024, and 2025, the balance due for the services received from MACF was U.S. $105 thousand, U.S. $146 thousand, and U.S. $142 thousand, respectively.

During the years ended December 31, 2023, 2024, and 2025, we recognized expenses of legal services with MACF of U.S. $0.2 million, U.S. $0.2 million, and U.S. $0.8 million, respectively.

Frontier Airlines Inc. ("Frontier")

Frontier is considered a related party because Mr. Brian H. Franke and Mr. Andrew S. Broderick serve as members of our board of directors and Frontier´s board of directors. Mr. Franke and Mr. Broderick are also managing directors of Indigo Partners, which has investments in both companies.

As of December 31, 2023, there is no outstanding balance due to Frontier under this agreement. As of December 31, 2024, the accounts receivable from Frontier were U.S. $2.2 million. As of December 31, 2025, the accounts receivable from Frontier were U.S. $3.4 million. Additionally, as of December 31, 2023, 2024, and 2025, the account payable was U.S. $1.9 million, U.S. $0.7 million, and U.S. $1.2 million, respectively.

During the years ended December 31, 2024, and 2025, we recognized revenue under this agreement of U.S. $5.5 million, and U.S. $10.5 million. During the year ended December 31, 2023, we did not have revenue transactions.

Chevez, Ruiz, Zamarripa y/ Cia, S.C. ("Chevez")

Chevez is a related party because Mr. José Luis Fernández Fernández is an independent member of our board of directors, as well as the chairman of our audit committee

and non-managing limited partner of Chevez. Chevez provides us with tax advisory services.

As of December 31, 2023, 2024, and 2025, the account payable with Chevez was U.S. $0.6 million, U.S. $0.1 million, and U.S. $0.9 million, respectively.

During the years ended December 31, 2023, 2024, and 2025, we recognized expenses with Chevez of U.S. $1.2 million, U.S. $0.2 million and U.S. $1.3 million, respectively.

Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. ("OMA")

OMA was considered a related party, because Mr. Ricardo Maldonado Yáñez, was a member of the board of directors of OMA until 2024 and is an independent member of our board of directors and the chairman of our corporate governance committee. As of the date of this annual report, OMA is no longer a related party.

As of December 31, 2023, the account payable with OMA was U.S. $12.9 million.

During the year ended December 31, 2023, we recognized expenses with OMA of U.S. $12.3 million.

A&P International Services, S.A.P.I. de C.V. ("AISG")

From July 4, 2022, AISG has been considered a related party because Mr. Harry F. Krensky, who served as member of our board of directors until April 22, 2026, is the Chairman of the board of directors of AISG. Additionally, Harry F. Krensky is managing partner of Discovery Americas, a private equity firm that indirectly holds/manages an investment position in AISG.

As of December 31, 2023, 2024, and 2025, the accounts payable from AISG were U.S. $0.3 million, U.S. $0.3 million, and U.S. $0.4 million, respectively.

During the year ended December 31, 2023, 2024, and 2025, we recognized expenses with AISG of U.S. $2.9 million, U.S. $3.0 million, and U.S. $3.8 million, respectively.

Jetsmart Airlines SpA ("Jetsmart Chile")

Jetsmart Chile is considered a related party because Mr. Brian H. Franke and Mr. Andrew S. Broderick serve on the board of directors of both, the Company and Jetsmart Chile. On March 15, 2024, the Company entered into an agreement to provide pilot professional technical cooperation services with Jetsmart Chile.

As of December 31, 2024, and 2025, we did not have outstanding balance due to Jetsmart Chile.

During the years ended December 31, 2024 and 2025, we recorded revenues in pilot professional technical cooperation services of U.S. $0.2 million and U.S. $0.3 million, respectively.

Jetsmart Airlines S.A. ("Jetsmart Argentina")

Jetsmart Argentina is considered a related party because Mr. Brian H. Franke serves on the board of directors of both, the Company and Jetsmart Argentina. On December 11, 2024, we entered into an agreement to lease an aircraft engine with Jetsmart Argentina.

As of December 31, 2024, and 2025, the account payable with Jetsmart Argentina was U.S. $80 thousand, and U.S. $80 thousand, respectively.

During the years ended December 31, 2024 and 2025, we recorded revenues in lease aircraft engines of U.S.$80 thousand, and U.S.$1.1 million, respectively.

CycloKinetics, Inc. (formerly CleanJoule) ("CycloKinetics")

CycloKinetics is considered a related party because Mr. Brian Hanna Franke, the chairman of our board of directors, is an officer of Franke Family Joule, LLC. Since May 23, 2023, he has been a shareholder of CycloKinetics and has the right to appoint a member of its board of directors. Additionally, on May 23, 2023, Mr. Andrew Sammons Broderick, a member of our board of directors, was appointed by Franke Family Joule, LLC, as a member of the board of directors of CycloKinetics. CycloKinetics is a Company that produces high-performance and cost-effective Sustainable Aviation Fuel from agricultural waste and organic residues. We directly purchased common stock of CycloKinetics, recognizing 320,000 common stock shares amounting to U.S.$4.0 million.

Volantio, Inc. ("Volantio")

Volantio is considered a related party because Mr. William Dean Donovan, an independent member of our board of directors, also serves in Volantio´s board of directors as of August 13, 2024. Volantio provides us with customer support services.

As of December 31, 2024 and 2025, our account payable with Volantio was U.S.$80 thousand, and U.S.$62 thousand, respectively.

During the years ended December 31, 2024 and 2025, Volantio recognized expenses of U.S.$0.4 million, and U.S.$0.7 million, respectively.

C. Interests of Experts and Counsel

Not Applicable.

ITEM 8 FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Our annual consolidated financial statements prepared in accordance with IFRS on pages F-1 through F-88 are filed as part of this annual report.

Legal Proceedings

We are subject to various legal proceedings in the ordinary course of our business that we believe are incidental to the operation of our business. We believe that the outcome of the proceedings to which we are currently a party will not, individually or in the aggregate, have a material adverse effect on our consolidated financial statements.

Certain legal proceedings may require us to incur financial obligations. Based on the plaintiffs' claims, as of December 31, 2024 , and 2025, these proceedings may amount to a total of U.S.$37.1 million (US$2.1 million related to legal matters, US$5.0 million related to labor matters and US$30.0 million related to other contributions matters), and U.S.$19.8

million (U.S.$1.8 million related to legal matters, U.S.$3.3 million related to labor matters and U.S.$14.7 million related to other contributions matters), respectively.

Dividend Policy

We have not paid any cash dividends in the past and do not expect to pay any cash dividends on our common stock for the foreseeable future. We currently intend to retain any additional future earnings to finance our operations and growth. Any future determination to pay cash dividends on our common stock will be at the discretion of our shareholders on the recommendation of our board of directors and will depend on our earnings, financial condition, results of operations, capital requirements and contractual, regulatory and other restrictions on the payment of dividends and other factors our shareholders deem relevant. In addition, we may not pay any dividend unless such dividend is paid from our net profit account and the financial statements including such net profit and the payment of the relevant dividend have been approved by a shareholder resolution. Furthermore, our line of credit with Santander and Bancomext may limit our ability to declare and pay dividends in the event that we fail to comply with the payment terms thereunder. See Item 5: "Operating and Financial Review and Prospects—Liquidity and Capital Resources—Loan Agreements".

Mexican law requires that at least 5% of a company's net income each year (after profit sharing and other deductions required by Mexican law) be allocated to a legal reserve fund until such fund reaches an amount equal to at least 20% of its capital stock from time to time (without adjustment for inflation). For the years ended December 31, 2023, 2024 and 2025 we did not allocate any amount to our legal reserve fund. As of December 31, 2023, 2024, and 2025, the legal reserve was U.S. $17,363.

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Mexican companies may pay dividends only out of earnings (including retained earnings after all losses have been absorbed or paid up), after allocation to the legal reserve fund and only if shareholders have approved the yearly financials from which such earnings are derived and the payment of the dividend. The reserve fund is required to be funded on a stand-alone basis for each company, rather than on a consolidated basis. The level of earnings available for the payment of dividends is determined under IFRS. Our subsidiaries are required to allocate earnings to their respective legal reserve funds prior to paying dividends to us.

Dividends that are paid from a company's distributable earnings that have not been subject to corporate income tax are subject to a corporate-level tax payable by us. Companies are entitled to apply any such tax on the distribution of earnings as a credit against their Mexican corporate income tax corresponding to the fiscal year in which the dividend was paid or against the Mexican corporate income tax of the two fiscal years following the date in which the dividend was paid. Dividends paid from a company's distributable earnings that have been subject to corporate income tax are not subject to this corporate-level dividend income tax. Dividends paid to resident and non-resident holders with respect to the CPOs and ADSs are subject to a 10% Mexican tax withholding.

In the event we were to declare dividends, they would be in pesos. In the case of CPOs represented by ADSs, the cash dividends would be paid to the depositary and, subject to the terms of the Deposit Agreement, converted into and paid in U.S. dollars at the prevailing rate of exchange, net of conversion expenses of the depositary and applicable Mexican withholding tax. Fluctuations in exchange rates would affect the amount of dividends that ADS holders would receive. For a more detailed discussion, see Item 12: "Description of Securities Other than Equity Securities—American Depositary Shares".

B. Significant changes

Except as otherwise disclosed in this annual report, there has been no undisclosed significant change since the date of our annual consolidated financial statements.

ITEM 9 THE OFFER AND LISTING

A. Offer and Listing Details

New York Stock Exchange

American Depositary Shares

Our ADSs, each representing 10 of our Series A shares, are listed on the NYSE under the trading symbol "VLRS". The ADSs began trading on the NYSE on September 18, 2013, and were issued initially by the Bank of New York Mellon.

Mexican Stock Exchange

Series A Shares

The Series A shares are listed on the Bolsa Mexicana de Valores, S.A.B. de C.V. (the "Mexican Stock Exchange"), under the trading symbol "VOLAR". The Series A shares began trading on the Mexican Stock Exchange on September 18, 2013.

B. Plan of Distribution

Not Applicable.

C. Markets

The Mexican Stock Market

The information concerning the Mexican securities market set forth below has been prepared based on materials obtained from public sources, including the CNBV, the Mexican Stock Exchange and information made public by market participants. The following summary does not purport to be a comprehensive description of all of the material aspects related to the Mexican securities market.

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Trading on the Mexican Stock Exchange

The Mexican Stock Exchange, located in Mexico City, is the only stock exchange currently operating in Mexico. Operating continuously since 1907, the Mexican Stock Exchange is organized as a variable capital public stock corporation. Securities trading on the Mexican Stock Exchange occurs each business day from 8:30 a.m. to 3:00 p.m., Mexico City time subject to adjustments to operate uniformly with certain markets in the United States.

Since January 1999, all trading on the Mexican Stock Exchange has been effected electronically. The Mexican Stock Exchange may impose a number of measures to promote an orderly and transparent trading price of securities, including the operation of a system of automatic suspension of trading in shares of a particular issuer, when price fluctuations exceed certain limits.

Settlement of transactions with equity securities on the Mexican Stock Exchange are effected three business days after a share transaction is agreed to. Deferred

settlement is not permitted without the approval of the Mexican Stock Exchange, even where mutually agreed. Securities traded on the Mexican Stock Exchange are on deposit in book-entry form through the facilities of Indeval, a privately owned securities depositary that acts as a clearinghouse, depositary, and custodian, as well as a settlement, transfer, and registration agent for Mexican Stock Exchange transactions, eliminating the need for physical transfer of securities. Transactions must be settled in pesos except under limited circumstances and in respect of limited transactions in which settlement in foreign currencies may be permitted.

Market Regulation

In 1925, the Mexican National Banking Commission (*Comisión Nacional Bancaria*) was established to regulate banking activity and in 1946, the Mexican Securities Commission (*Comisión Nacional de Valores*) was established to regulate stock market activity. In 1995, these two entities merged to form the CNBV.

Among other things, the CNBV regulates the public offering and trading of securities, public companies and their regime and participants in the Mexican securities market (including brokerage houses and the Mexican Stock Exchange), and imposes sanctions for the illegal use of insider information and other violations of the LMV. The CNBV regulates the Mexican securities market, the Mexican Stock Exchange, and brokerage firms, through its staff and a board of governors comprised of 13 members.

Mexican Securities Market Law

The current Mexican Securities Market Law was enacted on December 8, 2005, published in the Official Gazette of the Federation (*Diario Oficial de la Federación*) or Official Gazette of the Federation on December 30, 2005, and became effective on June 28, 2006. The LMV changed Mexican securities laws in various material respects to further align Mexican laws with the securities and corporate governance standards laws in effect in other jurisdictions that maintained more developed securities markets.

In particular, the LMV:

- establishes the *sociedad anónima promotora de inversión*, a form of corporate organization that permits agreements among shareholders, mediating rights of first offer and refusal, tag-along rights, vetoes, non-compete provisions and other terms that enhance rights of minority shareholders;
- establishes the variable capital public stock corporation, a corporate form of organization that is subject to the general requirements of the Mexican Corporations Law, but is subject to specific requirements for issuers with stock registered with the CNBV and listed in the Mexican Stock Exchange;

- includes private placement exemptions directed to Mexican institutional and qualified investors, and specifies the requirements that need to be satisfied for an issuer or underwriter to fall within the exemption;
- includes improved rules for tender offers, dividing them in either voluntary or mandatory;
- establishes standards for disclosure of holdings applicable to shareholders of public companies;
- expands and strengthens the role of the board of directors of public companies;
- defines the role of the chief executive officer and other relevant officers of public corporations;
- defines the standards applicable to the board of directors and the duties and potential liabilities and penalties applicable to each director, the chief executive officer and other executive officer and of members of the technical committee and the corporate governance committee (introducing concepts as the duty of care, duty of loyalty and safe harbors for actions attributable to directors, committee members and officers);
- replaces the statutory auditor (*comisario*) with the audit committee and establishes the corporate governance committee with clearly defined responsibilities;
- improves the rights of minority shareholders (including rights to initiate shareholders' derivative suits);
- defines applicable sanctions for violation of law;
- provides for flexibility to allow regulated Mexican brokerage firms to engage in certain limited activities;
- regulates stock exchanges, clearinghouses, futures and derivatives markets, and rating agencies;
- establishes penalties (including incarceration), arising from violations of the Securities Market Law and regulations thereunder;
- establishes that public companies are considered a single economic unit with the entities they control;
- introduces concepts such as consortiums, groups of related persons or entities, control, related parties and decision-making power;
- defines rules relating to types of securities that may be offered by public companies;
- sets forth information for share repurchases; and
- specifies requirements for implementing anti-takeover measures.

In March 2003, the CNBV issued certain general regulations applicable to issuers and other securities market participants, which regulations have since been amended (the "General Regulations"), and in September 2004, the CNBV issued certain general regulations applicable to brokerage firms. The General Regulations, which repealed several previously enacted CNBV regulations, provide a consolidated set of rules governing public offerings, reporting requirements and issuer activity, among other things.

Registration and Listing Standards

In order to offer securities to the public in Mexico, an issuer must meet specific qualitative and quantitative requirements. Only securities that have been registered with the Mexican National Securities Registry (*Registro Nacional de Valores*) or the RNV, pursuant to an approval by the CNBV may be listed on the Mexican Stock Exchange. In addition, the Mexican Stock Exchange has created a parallel quotation system, named the international quotation system ("SIC"), where debt and equity securities issued by non-Mexican issuers may be listed, for trading by institutional and accredited investors. Issuers listed on the SIC have limited disclosure and reporting requirements and may comply with obligations through a sponsor and by providing disclosure made available in their home market. These securities may be listed through the SIC if (i) the securities are not already listed on the RNV, (ii) the market of origin of the company issuing the shares has received, based on its characteristics, recognition from the CNBV, and (iii) the securities satisfy the listing requirements of the applicable stock exchange.

The General Regulations require the Mexican Stock Exchange to adopt minimum requirements for issuers that seek to list their securities in Mexico. These requirements relate to operating history, financial and capital structure, and minimum public floats applicable to shares of public companies, among other things. The General Regulations also require the Mexican Stock Exchange to implement minimum requirements (including minimum public floats) for issuers to maintain their listing in Mexico. These requirements relate to the issuer's financial condition, capital structure and public float, among others. The CNBV may waive some of these requirements in certain circumstances. In addition, some of the requirements are applicable for each series of shares of the relevant issuer.

The CNBV's approval for registration with the RNV does not imply any kind of certification or assurance related to the investment quality of the securities, the solvency of the issuer, or the accuracy or completeness of any information delivered to the CNBV or included in any offering document.

The Mexican Stock Exchange may review compliance with the foregoing requirements and other requirements at any time, but will normally do so on an annual, semi-annual and quarterly basis. The Mexican Stock Exchange must inform the CNBV of the results of its review, and this information must, in turn, be disclosed to investors.

If an issuer fails to comply with any of these minimum requirements, the Mexican Stock Exchange will request that the issuer propose a plan to cure the violation. If the issuer fails to propose a plan, if the plan is not satisfactory to the Mexican Stock Exchange, or if an issuer does not make substantial progress with respect to the implementation of the corrective plan, trading of the relevant series of shares on the Mexican Stock Exchange may be temporarily suspended. In addition, if an issuer fails to implement the plan in full, the CNBV may cancel the registration of the shares, in which case the majority shareholder or any controlling group will be required to carry out a tender offer to acquire all of the outstanding shares of the issuer in accordance with the tender offer provisions set forth in the LMV (under which all holders must be treated in the same manner).

Reporting Obligations

Issuers of listed securities are required to file unaudited quarterly financial statements and audited annual financial statements (together with an explanation thereof) and periodic reports, in particular reports dealing with material events, with the CNBV and the Mexican Stock Exchange. Mexican issuers must file the following reports with the CNBV:

- a comprehensive annual report prepared in accordance with the General Regulations, by no later than April 30 of each year;
- quarterly reports, within 20 days following the end of each of the first three quarters and 40 days following the end of the fourth quarter;
- reports disclosing material information;
- reports and disclosure memoranda revealing corporate restructurings such as mergers, spin-offs or acquisitions or sales of assets, to be approved by shareholders' meeting or the board of directors;
- reports regarding the policies and guidelines with respect to the use of the company's (or its subsidiaries) assets by related persons;
- details dealing with agreements among shareholders; and,
- an annual report relating to ESG matters for the prior year.

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Pursuant to the General Regulations, the internal rules of the Mexican Stock Exchange were amended to implement an automated electronic information transfer system (*Sistema Electrónico de Envío y Difusión de Información*) ("SEDI"), called *Sistema Electrónico de Comunicación con Emisoras de Valores* ("EMISNET"), for information required to be filed with the Mexican Stock Exchange. Issuers of listed securities must prepare and disclose their financial and other information via EMISNET. Immediately upon receipt, the Mexican Stock Exchange makes this financial and other information available to the public.

The General Regulations and the rules of the Mexican Stock Exchange require issuers of listed securities to file through SEDI information that relates to any event or circumstance that could influence an issuer's share prices and investor decisions to acquire stock. If listed securities experience unusual price volatility, the Mexican Stock Exchange must immediately request that an issuer inform the public as to the causes of the volatility or, if the issuer is unaware of the causes, that it makes a statement to the effect that it is unaware of the causes of such volatility. In addition, the Mexican Stock Exchange must immediately request that issuers disclose any information relating to material events when it deems the available public information to be insufficient, as well as instruct issuers to clarify information when necessary. The Mexican Stock Exchange may request that issuers confirm or deny any material event that has been disclosed to the public by third parties when it deems that the material event may affect or influence the price of the listed securities. The Mexican Stock Exchange must immediately inform the CNBV of any such request. In addition, the CNBV may also make any of these requests directly to issuers. An issuer may delay the disclosure of material events if:

- the issuer implements adequate confidentiality measures (including maintaining a log with the names of parties in possession of confidential information and the date when each such party became aware of the relevant information);
- the information is related to incomplete transactions;
- there is no misleading public information relating to the material event; and
- no unusual price or volume fluctuation occurs.

Similarly, if an issuer's securities are traded on both the Mexican Stock Exchange and a foreign securities exchange, the issuer must simultaneously file the information that it is required to file pursuant to the laws and regulations of the foreign jurisdiction with the CNBV and the Mexican Stock Exchange.

Suspension of Trading

In addition to the authority of the Mexican Stock Exchange under its internal regulations described above, the CNBV and the Mexican Stock Exchange may suspend trading in an issuer's securities:

- if the issuer does not disclose a material event; or
- upon price or volume volatility or changes in the trading of the relevant securities that are not consistent with the historic performance of the securities and cannot be explained solely through information made publicly available pursuant to the General Regulations.

The Mexican Stock Exchange must immediately inform the CNBV and the general public of any suspension. An issuer may request that the CNBV or the Mexican Stock Exchange permit trading to resume if it demonstrates that the causes triggering the suspension have been resolved and that it is in full compliance with periodic reporting requirements. If an issuer's request has been granted, the Mexican Stock Exchange will determine the appropriate mechanism to resume trading (which may include a bidding process to determine applicable prices). If trading in an issuer's securities is suspended for more than 20 business days and the issuer is authorized to resume trading without conducting a public offering, the issuer must disclose via SEDI, before trading may resume, a description of the causes that resulted in the suspension.

Under consent regulations, the Mexican Stock Exchange may consider the measures adopted by other non-Mexican exchanges to suspend and/or resume trading of an issuer's shares, in cases where the relevant securities are simultaneously traded on stock exchanges located outside of Mexico.

Insider Trading, Trading Restrictions and Tender Offers

The LMV contains specific regulations regarding insider trading, including the requirement that persons in possession of information deemed privileged abstain (i) from directly or indirectly, trading in the relevant issuer's securities, or derivatives with respect to such securities, the trading price of which may be affected by such information, (ii) from making recommendations or providing advice to third parties to trade in such securities, and (iii) disclosing or communicating such privileged information to third parties (except for persons to whom such information must be disclosed as a result of their positions or employment, as governmental authorities).

Pursuant to the LMV, the following persons must notify the CNBV of any transactions undertaken by them with respect to a listed issuer's securities, whether on a case-by-case basis or quarterly:

- members of a listed issuer's board of directors;
- shareholders controlling 10% or more of a listed issuer's outstanding capital stock;
- advisors;
- groups controlling 25% or more of a listed issuer's outstanding capital stock; and
- other insiders.

These persons must also inform the CNBV of the effect of the transactions within five days following their completion, or, alternatively, that the transactions have not been consummated. In addition, insiders must abstain from purchasing or selling securities of the issuer within three months from the last sale or purchase, respectively.

Also, for purposes of preparing annual reports, holders of 1% or more of the outstanding shares of a Mexican public company, must disclose their holdings and the relevant issuer.

Subject to certain exceptions, any acquisition of a public company's shares that results in the acquirer owning 10.0% or more, but less than 30.0%, of an issuer's outstanding capital stock, must be publicly disclosed to the CNBV and the Mexican Stock Exchange by no later than one business day following the acquisition.

Any acquisition or disposition by an insider that results in the insider holding an additional 5% or more of a public company's outstanding capital stock or that reduces such insider's holdings by 5% or more, must also be publicly disclosed to the CNBV and the Mexican Stock Exchange no later than one business day following the acquisition or disposition. Some insiders must also notify the CNBV of share purchases or sales that occur within any three-month or five-day period and that exceed certain value thresholds. The Mexican Securities Market Law requires that convertible securities, warrants and derivatives to be settled in kind be taken into account in the calculation of share ownership percentages of public companies.

The LMV requires that convertible securities, warrants, and derivatives to be settled in kind be considered in determining whether any of the foregoing percentages is reached or affected.

Tender Offers

The LMV contains provisions relating to public tender offers and certain other share acquisitions occurring in Mexico. Under the Securities Market Law, tender offers may be voluntary or mandatory. Voluntary tender offers, or offers where there is no requirement that they be initiated or completed, are required to be made pro rata. Any intended acquisition of a public company's shares that results in the acquirer owning 30% or more, but less than a percentage that would result in the acquirer obtaining control, of a company's voting shares requires the acquirer to make a mandatory tender offer for the greater of (a) the percentage of the capital stock intended to be acquired, or (b) 10% of the company's outstanding capital stock. Finally, any intended acquisition of a public company's shares that is aimed at obtaining control requires the potential acquirer to make a mandatory tender offer for 100% of the company's outstanding capital stock (however, under certain circumstances, the CNBV may permit an offer for less than 100%). The tender offer must be made at the same price to all shareholders and classes of shares. The board of directors, with the advice of the audit committee, must issue its opinion in respect of the fairness of the price applicable to any tender offer resulting in a change of control, which opinion must take minority shareholder rights into account and which may be accompanied by an independent fairness opinion. Directors and officers of a public company, in respect of which a tender offer has been made, must disclose whether or not each of them will tender his respective shares in the tender offer.

Under the LMV, all tender offers must be open for at least 20 business days and purchases thereunder are required to be made pro rata to all tendering shareholders. The Mexican Securities Market Law also permits the payment of certain amounts to controlling shareholders over and above the offering price if these amounts are fully disclosed, approved by the board of directors, and paid solely in connection with non-compete or similar obligations. The law also provides exceptions to the mandatory tender offer requirements and specifically sets forth remedies for non-compliance with these tender offer rules (*e.g.*, suspension of voting rights, possible annulment of purchases, etc.) and other rights available to prior shareholders of the issuer.

Joint Trading of Common Shares and Limited or Non-Voting Shares

The LMV does not permit issuers to implement mechanisms for common shares and limited or non-voting shares to be jointly traded or offered to public investors, unless the limited or non-voting shares are convertible into common shares within a period of up to five years, or when, because of the nationality of the holder, the shares or the securities representing the shares limit the right to vote to comply with foreign investment laws. In addition, the aggregate amount of shares with limited or non-voting rights may not exceed 25% of the aggregate amount of publicly held shares. The CNBV may increase this 25% limit by an additional 25%, provided that the limited or non-voting shares exceeding 25% of the aggregate amount of publicly held shares are convertible into common shares within five years of their issuance.

Anti-Takeover Protections

The LMV provides that public companies may include anti-takeover provisions in their by-laws if such provisions (i) are approved by a majority of the shareholders, without shareholders representing 20% or more of the capital stock present at the meeting voting against such provision, (ii) do not exclude any shareholders or group of shareholders, (iii) do not restrict, in an absolute manner, a change of control, and (iv) do not contravene legal provisions related to tender offers or have the effect of disregarding the economic rights related to the shares held by the acquiring party.

Board of Directors and Committees

Under the LMV, public companies must have a board of directors comprised of no more than 21 members, of which at least 25% must be independent. Independent members must be selected based on their experience, ability and reputation at the issuer's shareholders' meeting; whether or not a director is independent must be determined by

the issuer's shareholders and such determination may be challenged by the CNBV. As a departure from legislative precedents, the LMV permits then-acting members of the board of directors (as opposed to shareholders) to select, under certain circumstances, on a temporary basis, new members of the board of directors.

Boards of directors of public companies are required to meet at least four times during each calendar year and have the following principal duties:

- determine general strategies applicable to the issuer;
- approve guidelines for the use of corporate assets;
- approve, on an individual basis, transactions with related parties, subject to certain limited exceptions;
- approve unusual or non-recurrent transactions and any transactions that imply the acquisition or sale of assets with a value equal to or exceeding 5% of the issuer's consolidated assets or that imply the provision of collateral or guarantees or the assumption of liabilities equal to or exceeding 5% of the issuer's consolidated assets;
- approve the appointment or removal of the chief executive officer;

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- approve waivers in respect of corporate opportunities;
- approve accounting and internal control policies;
- approve the chief executive officers' annual report and corrective measures for irregularities; and
- approve policies for disclosure of information.

Directors have the general duty to act for the benefit of the issuer, without favoring any shareholder or groups of shareholders.

The LMV requires the creation of two committees, the audit committee and the corporate governance committee, each of which must maintain at least three members appointed by the board of directors and which members must all be independent (except for the corporate governance committee of corporations controlled by a person or group maintaining 50% or more of the outstanding capital stock, where the majority must be independent). The audit committee (together with the board of directors, which has added duties) replaces the statutory auditor (*comisario*) that had been previously required under the Mexican Corporations Law.

The corporate governance committee is required to provide opinions to the board of directors, request and obtain opinions from independent third-party experts, call shareholders' meetings, provide assistance to the board in the preparation of annual reports and provide a report to the board of directors.

The audit committee's principal role is to supervise the external auditors of the issuer, analyze the external auditor's reports, discuss yearly financial statements and, when applicable, recommend their approval, inform the board of directors in respect of existing internal controls, require the issuer's executive to prepare reports when deemed necessary, inform the board of directors of any irregularities that it encounters, investigate breaches of operating policies internal control and internal audit systems, supervise the activities of the issuer's chief executive officer, call shareholders' meetings, and provide an annual report to the board of directors.

Disclosure of Shareholders' Agreements

Any shareholders' agreements containing non-compete clauses, any agreements related to the sale, transfer or exercise of preemptive rights, any agreements which allow for the sale and purchase of shares (including any tag-along, drag-along and put or call rights), voting rights, and sale of shares in a public offering, must be notified to the company within five business days following their execution, to allow the company to disclose such agreements to the investors through the stock exchanges on which its securities are traded and to be made public in an annual report prepared by the company. These agreements (i) will be available for the public to review at the company's offices, (ii) will not be enforceable against the company and a breach of such agreements will not affect the validity of the vote at a shareholders' meeting, and (iii) will only be effective among the relevant parties once they have been disclosed to the public.

Miscellaneous

The LMV also specifies that any transaction or series of transactions that, during any fiscal year, represent 20% or more of the consolidated assets of a public company, must be considered and approved by a meeting of shareholders.

In addition to the right granted to minority shareholders of a public company representing 5% or more of the outstanding shares to initiate a shareholder derivative suit against directors for a breach of the duty of care or the duty of loyalty, the LMV recognizes the right of shareholders representing 10% or more of the outstanding shares to appoint a director and call a shareholders' meeting and request that vote on resolutions in respect of which they were not sufficiently informed be postponed. Holders of 20% or more of the outstanding voting shares may judicially oppose resolutions that were passed by a shareholders' meeting and file a petition for a court order to suspend the resolution, if the claim is filed within 15 days following the adjournment of the meeting at which the action was taken, provided that (i) the challenged resolution violates Mexican law or the company's by-laws, (ii) the opposing stockholders either did not attend the meeting or voted against the challenged resolution, and (iii) the opposing stockholders deliver a bond to the court to secure payment of any damages that the company may suffer as a result of suspending the resolution in the event that the court ultimately rules against the opposing stockholder; these provisions have seldom been invoked in Mexico and, as a result, any action that may be taken by a competent court is uncertain.

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The New York Stock Market

NYSE traces its origins to 1792, when 24 New York City stockbrokers and merchants signed the Buttonwood Agreement. This agreement set in motion the NYSE's unwavering commitment to investors and issuers. NYSE Euronext, the holding company created by the combination of NYSE Group, Inc. and Euronext N.V., was launched on April 4, 2007. NYSE Euronext (NYSE/New York and Euronext/Paris: NYX) operates the world's largest and most liquid exchange group and offers the most diverse array of financial products and services. NYSE Euronext, which brings together six cash equities exchanges in five countries and six derivatives exchanges, is a world leader for listings, trading in cash equities, equity and interest rate derivatives, bonds and the distribution of market data. NYSE Euronext is a leading provider of securities listing, trading and market data products and services. To protect investors, the health of the financial system and the integrity of the capital-formation process, the SEC has designated the NYSE as the examining authority for its members and member firms. Listed companies, individual investors, institutional investors and member firms create the NYSE market. A member organization is a registered broker-dealer organized as a corporation, a partnership or an LLC, which is regulated by the Exchange. A member organization may, or may not, hold a trading license.

At the NYSE, two types of members work on the Trading Floor, each playing a distinct role in the trade execution process: Floor Brokers and Specialists. NYSE is open from Monday through Friday 9:30 a.m. to 4:00 p.m. EST each business day of the year.

On June 19, 2008, the NYSE Regulation, Inc. announced that "eGovDirect.com" was being offered to non-U.S. foreign private issuers listed on NYSE, including companies that trade American Depositary Shares on the NYSE through their Depositary Bank. This password-protected website assists NYSE-listed companies to meet their corporate governance and compliance requirements and allows issuers to save time and resources by filing annual and interim financial reports, disclosing officer and audit committee member information, and publishing declarations of dividends, shareholder meeting dates, shares outstanding and press releases through this website.

On January 29, 2009, NYSE Euronext and BIDS Holdings, L.P., launched a joint venture, the New York Block Exchange ("NYBX"), an innovative new platform designed to maximize access to liquidity and improve execution quality in the U.S. equity block trading market. Institutional investors and other market participants can execute block trades on NYBX, the first venue of its kind to allow non-displayed liquidity to anonymously access both the displayed and reserve liquidity of the NYSE order book, creating an innovative platform to re-aggregate blocks of stock. BIDS Holdings and the NYSE Euronext each have a 50% ownership stake in NYBX.

On November 12, 2009, NYSE Euronext established its commission on corporate governance to address U.S. corporate governance and the overall proxy process. Consistent with the NYSE's role as a leading advocate on governance issues, the commission brings together leading experts and representatives from public companies, institutional and individual investors, broker/dealers and other advisors.

On November 13, 2013, NYSE Euronext was acquired by Intercontinental Exchange Group, Inc. NYSE Euronext continues to operate under its brand name as a wholly-owned subsidiary of Intercontinental Exchange Group, Inc.

D. Selling Shareholders

Not Applicable.

E. Dilution

Not Applicable.

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F. Expenses of the Issue

Not Applicable.

ITEM 10 ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

Our by-laws were originally filed as Exhibit 3.1 to our registration statement on Form F-1 filed with the SEC on September 16, 2013. Since that time, our by-laws have been amended and restated from time to time. On April 21, 2023, our shareholders approved the April 2023 Committee Restructuring Plan to amend our by-laws. On April 17, 2026, we furnished further amended and restated by-laws on Form 6-K.

Corporate Object and Purpose

Article 2 of our by-laws states that our corporate purpose is, in general, to undertake any type of act, and execute any type of agreements, instruments and documents, including those of commercial and civil nature, permitted by the applicable law, in Mexico or in any other jurisdiction.

Overview

Our capital stock is divided into two series of shares, Series A shares and Series B shares. Series A shares are common shares and may only be owned directly by Mexican individuals or entities controlled by Mexican individuals. Series B shares are common shares and may be purchased by Mexican or non-Mexican individuals or entities.

On November 22, 2023, the holders of all our outstanding Series B shares converted their Series B shares into Series A shares represented by Ordinary Participation Certificates (*Certificados de Participación Ordinarios*) in the form of the corresponding American Depositary Shares. Therefore, we no longer have Series B shares outstanding.

Since we are a variable capital public stock corporation, our capital stock must have a fixed portion, currently represented by Series A shares and may have a variable portion represented both by Series A and series B shares. Our by-laws set forth that Series B shares may not represent more than 49% of our outstanding capital stock that is not underlying CPOs at any time. As of the date of this annual report our outstanding capital stock consisted of 1,165,976,677 Series A shares.

All or a portion of our Series A shares may underlie CPOs and can be purchased by non-Mexican investors.

Non-Mexican investors are only entitled to hold Series A shares through CPOs (including CPOs in the form of ADSs), which give non-Mexican investors economic rights but not voting rights.

We have obtained authorization from the Mexican Ministry of Economy (*Secretaría de Economía*) to issue up to 90% of our outstanding shares representing capital stock in the form of CPOs.

Changes to Capital Stock

The fixed portion of our capital stock may be increased or decreased by a resolution adopted at a general extraordinary shareholders' meeting and upon amendment of our by-laws. The variable portion of our capital stock may be increased or decreased by a resolution adopted at a general ordinary shareholders' meeting without amending our by-laws. Increases or decreases in the fixed or variable portion of the capital stock must be recorded in our registry of capital variations. New shares cannot be issued unless the then-issued shares have been paid in full.

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Registration and Transfer

Our shares are evidenced by share certificates in registered form. Our shareholders may hold their Series A shares in the form of physical certificates if they are Mexican, or through Series A shares (in the case of Mexican investors) or CPOs (in the case of non-Mexican investors) that are maintained in book-entry form with institutions which have

accounts with the Mexican depositary institution, *S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V.* ("Indeval"). The CPO trustee is the holder of record of the Series A shares underlying our CPOs. Accounts may be maintained at Indeval by brokers, banks and other financial institutions and entities authorized for this purpose. We maintain a stock registry and only those persons listed in such stock registry and holding certificates issued in their name as registered holders, or persons holding Series A shares or CPOs through institutions that maintain accounts with Indeval, will be recognized as our shareholders.

Pursuant to Mexican law, any transfer of shares must be registered in our stock registry, if effected physically, or through book entries that may be traced back from our stock registry to the records of Indeval, if effected through book-entry CPOs or Series A shares.

Change of Control Provisions

Subject to certain exceptions (including those applicable to transfers or acquisitions or certain other transactions by or among our current shareholders or in the case of mergers to the extent that we are the surviving entity), our by-laws require that any acquisition of our shares (whether directly or by acquiring ADSs or CPOs), resulting in beneficial ownership of shares representing 5% or more of our outstanding capital stock (or any multiple of 5%), or any proposal by any person or group of persons to enter into an agreement among shareholders that would result in such person or group of persons effectively having control of the voting rights of 20% or more of our outstanding capital stock or will result in a change of control, will require the prior approval of our board of directors. In the event that approval is not granted, our board of directors or our shareholders may decide, among other things, to require any such person or group of persons to reverse the transaction or to transfer the shares (whether held directly or through ADSs or CPOs) to a third party interested in acquiring the securities at a reference price specified by our board of directors. In addition, such person or group of persons desiring to purchase 5% or more of our outstanding capital stock will be required to follow certain procedures, including observing certain time periods specified in our by-laws.

Any potential purchaser who proposes to acquire our shares (whether directly or by acquiring ADSs or CPOs), resulting in beneficial ownership of 20% or more of our outstanding capital stock, will be required to make a tender offer for 100% of our outstanding capital stock (including any Series A shares evidenced by CPOs or ADSs) at a price at least equal to the highest of (i) the most recent publicly reported book value per share, (ii) the highest trading price of our Series A shares on the Mexican Stock Exchange within the 365 days prior to the request for approval or approval of the board of directors of the relevant transaction, and (iii) the highest price per share or CPO, as the case may be, paid by the purchaser or, in the case of the ADSs the equivalent thereto, plus, in each case, a 30% premium or a different premium determined by our board of directors, considering the opinion of a reputable investment bank.

Any acquisition of our shares, CPOs or ADSs in contravention of the procedures described above will result in the purchaser not having any voting rights in respect to the purchased securities. No transfer in breach of these provisions will be registered in our stock registry.

Shareholders' Meetings

Calls. Under Mexican law and our by-laws, shareholders' meetings may be called by:

- our board of directors, the chairman of our board of directors or the secretary of the board of directors;
- shareholders representing at least 10% of our outstanding capital stock who may request that the chairman of the board of directors or the chairman of the audit committee or the chairman of the corporate governance committee to call a shareholders' meeting;

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- any shareholder, provided that no annual ordinary meeting has been held for two consecutive years or the annual shareholders' meeting did not address the matters required to be addressed in the annual shareholders' meetings;
- a Mexican court of competent jurisdiction, in the event the board of directors does not comply with a valid request of the shareholders described in the two bullet points above; and
- the audit committee and the corporate governance committee.

Calls for shareholders' meetings will be required to be published in the electronic system implemented by the Mexican Ministry of Economy (*Secretaría de Economía*) at least 15 days before the scheduled date of the shareholders' meeting. Calls will have to contain the matters to be addressed at the meeting. From the date on which a call is published until the date of the corresponding meeting, all relevant information will be made available to the shareholders at our executive offices. To attend a shareholders' meeting, shareholders will have to be either registered in the stock registry, present evidence of the deposit of their certificates with a financial institution or deposit them with our secretary, or present certificates issued by the custodian of the holder of our Series A shares, together with an Indeval certification. Investors holding our CPOs may not vote nor cause the underlying Series A shares to be voted by the CPO trustee.

Shareholders' Meetings. General shareholders' meetings may be general ordinary shareholders' meetings or general extraordinary shareholders' meetings.

General ordinary shareholders' meetings will be those called to discuss any issues not reserved for extraordinary meetings.

General ordinary shareholders' meetings will have to be held at least once a year, during the first four months following the end of each fiscal year to:

- approve financial statements for the preceding fiscal year;
- discuss and approve the audit committee and the corporate governance committees' annual reports, and determine how to allocate net profits for the preceding year (including, if applicable, the payment of dividends);
- elect directors;
- appoint the president of the audit committee and the corporate governance committees;
- approve any increase or decrease in the variable portion of our capital stock and the issuance of the corresponding shares;
- approve the chief executive officer's annual report together with the board of directors' report and the board of directors' opinion;
- determine the maximum amount of resources allocated to share repurchases; and
- approve any transaction representing 20% or more of our consolidated assets during any fiscal year.

General extraordinary shareholders' meetings will be those called to consider:

- an extension of our duration or voluntary dissolution;
- an increase or decrease in the fixed portion of our capital stock and the issuance of the outstanding stock;
- issuance of shares for purposes of a public offering;

- any change in our corporate purpose or nationality;
- any merger or transformation into another type of company;
- any issuance of preferred stock;
- the redemption of shares with retained earnings;
- any amendments to our by-laws including amendments to provisions addressing change of control;
- any other matters provided for by law or our by-laws; and
- the cancellation of the registration of shares at the Mexican National Securities Registry.

A special shareholders' meeting, comprising a single class of shares, may be called if an action is proposed to be taken that may only affect such class. The quorum for a special meeting of shareholders and the vote required to pass a resolution at a special Series B shareholders' meeting are identical to those required for extraordinary meetings of shareholders, except that the calculations are based upon the number of outstanding Series B shares.

Except as described below, the attendance quorum for general ordinary shareholders' meetings will be 51% of the outstanding capital stock, and resolutions may be taken by a majority of the capital stock represented therein. If the attendance quorum is not met upon the first call, a subsequent meeting may be called, the attendance quorum of which will also be 51% of the outstanding capital stock and resolutions may be taken by a majority of the capital stock represented at such meeting. Except as described below, the attendance quorum for general extraordinary shareholders' meetings will be at least 75% of our outstanding capital stock. If an attendance quorum is not met upon the first call, a subsequent meeting may be called, at which at least 51% of the capital stock must be represented. In either case, resolutions must be taken by the vote of shares representing at least 50% plus one of the shares representing our outstanding capital stock, except for resolutions in respect to the cancellation of the registration of shares at the Mexican National Securities Registry which require that at least 95% of the outstanding capital stock vote in favor of such resolution.

Holders of our shares will not have cumulative voting rights.

Voting Rights

Holders of ADSs and CPOs will not be entitled to vote, at any time, the underlying Series A shares. Mexican holders of Series A shares will be entitled to vote their shares on all matters. Holders of Series B shares were entitled to vote their shares on all matters.

Series A shares underlying the CPOs and CPOs underlying the ADSs will be voted by the CPO trustee in the same manner as the majority of Series A shares votes cast at the relevant shareholders' meeting under all circumstances.

Provisions of our By-laws and Mexican Law Relating to Directors

Election of Directors

Our board of directors is currently comprised of 12 principal members and one alternate member. Nine members of our board of directors currently qualify as independent. Whether a director qualifies as independent must be determined by our shareholders (at the general shareholders' meeting at which the director is elected and at the annual general shareholders meeting), and such determination may be challenged by the CNBV within 30 days following the date in which the appointment of the director is notified to the CNBV. The CNBV may only challenge the appointment after a hearing with us and the affected director. Our officers, individuals who have a material influence on us or authority to direct our management or business decisions, and individuals who are part of our group of majority shareholders may not be deemed independent directors.

Under our by-laws and the Securities Market Law, any shareholder or group of shareholders representing 10% of our outstanding capital stock, have the right to appoint one director for each such 10% ownership stake.

Authority of the Board of Directors

Our management is entrusted to a chief executive officer and a board of directors. The board of directors sets forth the guidelines and general strategy for the conduct of our business and supervises the execution thereof.

Pursuant to the LMV and our by-laws, the board of directors must approve, among other matters:

- our general strategy;
- the monitoring of our management and that of our subsidiaries;
- with the prior opinion of the audit committee: (i) related party transactions, subject to certain limited exceptions, (ii) our internal control and internal audit guidelines, including those of our subsidiaries, (iii) our accounting policies, (iv) our financial statements and those of our subsidiaries, (v) transactions considered unusual or non-recurring as well as any transactions that are executed, either simultaneously or successively, during the course of a fiscal year involving: (a) the acquisition or disposal of assets with a value equal to or greater than 5% of our consolidated assets or (b) the granting of guarantees or the assumption of liabilities for a total amount equal to or greater than 5% of our consolidated assets, and (vi) the selection of external auditors;
- with prior opinion from the corporate governance committee: (i) the appointment, election and, as the case may be, removal of the Chief Executive Officer of the Company, his integral compensation, and the policies for appointing and compensating other officers immediately below the Executive Officer; (ii) the appointment of provisional directors in accordance with, and subject to, the provisions of the LMV; and (iii) the terms and conditions of a judicial agreement to conclude any liability actions started against a director for breach of the duties of loyalty and care;
- calling shareholders' meetings and taking action based upon their resolutions;
- the annual submission to our general shareholders' meeting of (i) the chief executive officer's report and (ii) the opinion of the board of directors in respect of such report;
- creation of special committees and granting authority to such committees, provided that the committees will not have the authority to take action which by law or

under our by-laws is expressly reserved to our shareholders or our board of directors;

- determining how to vote the shares that we hold in our subsidiaries; and
- policies for disclosure of information.

Our by-laws provide that meetings of our board of directors are validly convened and held if a majority of the members or their respective alternates are present. Resolutions passed at these meetings will be valid if approved by a majority of the disinterested members of the board of directors (*i.e.*, members that do not have a conflict of interest). The chairman of the board of directors will not have a tie-breaking vote.

Meetings of our board of directors may be called by (i) 25.0% of our board members, (ii) the president of the board of directors, and (iii) the president of the audit or the corporate governance committee.

Duty of Care and Duty of Loyalty

The LMV imposes duties of care and loyalty on directors.

The duty of care generally requires that our directors obtain sufficient information and be sufficiently prepared to act in our best interest. The duty of care is discharged, principally, by (i) requesting and obtaining from us all information that may be necessary to make decisions, (ii) obtaining information from third parties, (iii) requiring the attendance of, and information from, our officers that may be necessary to make decisions, and (iv) attending board meetings and disclosing to the board of directors material information in possession of the relevant director. Failure to act with care by a director subjects the relevant director to joint and several liability with other directors involved in the act, for damages and losses caused to us and our subsidiaries. An indemnity for claims related to a breach of a director's duty of care has been incorporated into our by-laws. Furthermore, we carry insurance to protect our directors for breaches of their duty of care.

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The duty of loyalty consists, primarily, of a duty to maintain the confidentiality of information received in connection with the performance of a director's duties, to abstain from discussing or voting on matters where the director has a conflict of interest and to abstain from taking advantage of corporate opportunities resulting from its actions as a director. In addition, the duty of loyalty is breached if a shareholder or group of shareholders is knowingly favored.

The duty of loyalty is also breached if the director uses corporate assets or approves the use of corporate assets in violation of our policies, discloses false or misleading information, orders not to or causes the failure to, register any transaction in our records that could affect our financial statements, or causes material information not to be disclosed or to be modified.

The violation of the duty of loyalty will render the breaching director jointly and severally liable with all breaching directors, for damages and losses caused to us and to the persons we control. Liability may also arise if damages and losses result from benefits obtained by the directors or third parties as a result of activities carried out by such directors.

Claims for breach of the duty of care and the duty of loyalty may be brought solely for our benefit (as a derivative suit), as opposed to for the benefit of the claimant, and may only be brought by us or by shareholders or groups of shareholders representing at least 5.0% of our outstanding shares. Claims may be exercised by the trustee issuing CPOs or by holders of CPOs, in each case holding underlying shares representing at least 5% of our outstanding Series A shares.

As a safe harbor for the benefit of directors, the LMV provides that liabilities arising from a breach of the duty of care or the duty of loyalty will not arise if the director acted in good faith and (i) complied with applicable law and our by-laws, (ii) acted based upon facts and information provided by officers, external auditors or third-party experts, the capacity and credibility of which may not be the subject of reasonable doubt, and (iii) selected the more adequate alternative in good faith, or if the negative effects of the director's decision could not have been reasonably foreseeable, based upon the then available information.

Mexican courts have not yet interpreted the meaning of this provision and, as a result, the extent and enforceability of this safe harbor remains uncertain.

Under the LMV and our by-laws, our chief executive officer and our principal officers are also required to act for our benefit and not for the benefit of a shareholder or group of shareholders. Our officers are required to submit to the board of directors for approval, the principal strategies for our business and the business of the companies we control, to submit to the audit committee proposals relating to internal control systems, to prepare all material information related to our activities and the activities of the companies we control, to disclose all material information to the public, to maintain adequate accounting and registration systems and internal control mechanisms, to prepare and submit to the board the yearly financial statements, and to implement internal control mechanisms.

Committees of the Board of Directors

Like all public companies in Mexico, we are required to have an audit committee and corporate governance committee. The members of each of our audit committee and corporate governance committee must be independent members, elected by our board of directors except for the chairman of each committee who is elected by our shareholders. Our audit committee and corporate governance committee are required to prepare annual reports, to be submitted to our board of directors. The audit committee's report must include (i) a report of our internal control systems and our internal audit procedures and any deficiencies, (ii) the evaluation of our external auditors, (iii) the results arising from the review of our financial statements, and (iv) any amendments to our accounting policies. The quorum for any session of our audit committee and corporate governance committee is the majority of its members and decisions must be taken by majority of its members.

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In addition, our audit committee has the following principal duties:

- call shareholders meetings and request the inclusion of matters in the agenda;
- supervise and evaluate our external auditors and analyze their reports (including their opinion of our annual report);
- analyze and supervise the preparation of our financial statements and make recommendations to the board of directors on their approval;
- inform the board of directors of the status of our internal controls, our internal audit program and their adequacy;
- supervise the execution of related party transactions and transactions representing 20% or more of our consolidated assets being undertaken pursuant to applicable law;
- render its opinion to the board of directors regarding transactions with related parties;

- request reports from our executive officers or independent experts whenever it deems appropriate;
- investigate and inform the board of directors of any irregularities that it may encounter;
- receive and analyze recommendations and observations made by the shareholders, members of the board of directors, executive officers or any third party and take the necessary actions;
- supervise compliance by our chief executive officer of instructions provided by our board of directors or shareholders;
- provide an annual report to the board in respect of accounting policies and their sufficiency, adequacy and consistency;
- request opinions from independent third party experts;
- assist our board of directors in the preparation of reports for the annual shareholders' meeting; and
- hire or recommend auditors to shareholders and approve them.

Our corporate governance committee has the following principal duties:

- call shareholders' meetings and request the inclusion of matters in the agenda;
- supervise and report on the performance of our chief executive officer and render opinions to our board of directors regarding his nomination, election, removal, compensation, and related policies;
- supervise and report on the performance of our officers to our board of directors and render opinions to our board of directors regarding their nomination, election, removal, compensation, and related policies;
- submit proposals to the board of directors relating to the nomination or removal of officers within the first two corporate levels;
- propose the remuneration schemes of the first four corporate levels of the Company or those determined by it, for approval of the board of directors;
- assist our board of directors in the preparation of reports for the annual shareholders' meeting;

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- consult with third-party experts in connection with any issues related to compensation, organizational development, and other related matters;
- propose to the board of directors the adoption, modification or termination of any incentive plan for employees of the Company;
- propose to our board of directors the entering into, amendment or termination of any collective bargaining agreements;
- inform our board of directors of relevant labor contingencies; and
- provide an annual report to the board in respect of corporate governance and nomination and compensations matters; and
- assist our board of directors in the preparation of reports for the annual shareholders' meeting.

Preemptive Rights

Under Mexican law, our shareholders (holding shares directly or through CPOs) have preemptive rights for all share issuances except in the cases noted below. Generally, if we issue additional shares of capital stock, our shareholders will have the right to purchase the number of shares necessary (or CPOs, subject to applicable U.S. securities laws, representing such shares and subject to the CPO trustee being permitted to issue or release the necessary additional CPOs) to maintain their existing ownership percentage. Shareholders must exercise their preemptive rights within the time period set forth by our shareholders at the meeting approving the relevant issuance of additional shares. This period must be equal to at least 15 days following the publication of notice of the issuance in the electronic system implemented by the Mexican Ministry of Economy (*Secretaría de Economía*). Under Mexican law, shareholders cannot waive their preemptive rights in advance, and preemptive rights may not be represented by an instrument that is negotiable separately from the corresponding share.

The preemptive rights specified in the prior paragraph will not apply (i) in the case of shares issued in connection with mergers, (ii) in the case of resale of shares held in our treasury, as a result of repurchases of shares conducted on the Mexican Stock Exchange or otherwise, (iii) in the event that holders of our shares entitled to vote approve the issuance of the unsubscribed shares for purposes of a public offering at an extraordinary shareholders' meeting called for such purpose provided requirements specified in Article 53 of the LMV are satisfied, and (iv) in respect of shares issued for conversion of any convertible securities.

If we issue new Series A shares for cash, in accordance with our by-laws and the CPO trust, non-Mexican holders of our CPOs (directly or through ADSs) may not exercise their preemptive rights, unless we cause the CPO trustee to issue additional CPOs (to the extent possible), to permit the non-Mexican holders of CPOs to exercise preemptive rights by purchasing and holding newly issued Series A shares through CPOs. Although we expect to take all measures necessary to maintain sufficient CPOs available to permit non-Mexican holders of CPOs to exercise preemptive rights in respect of underlying Series A shares, no assurances can be made that we will be able to do so, particularly because regulatory approvals in Mexico are necessary for the issuances of additional CPOs. Mexican holders of Series A shares may exercise their preemptive rights if we issue new Series A shares for cash. Non-Mexican holders of CPOs may suffer dilution if we issue new Series A shares in exchange for cash and CPOs are not available to represent the additional Series A shares.

Dividends

Our board of directors must submit our financial statements for the previous fiscal year, proposed and prepared by our chief executive officer and supplemented by a report of our board of directors, at our annual ordinary general shareholders' meeting for approval. Once our shareholders approve our financial statements, they are required to allocate net profits for the previous fiscal year. Under Mexican law and our by-laws, prior to any distribution of dividends, 5% of our net earnings must be allocated to a legal reserve fund, until such legal reserve fund is equal to at least 20% of our paid-in capital stock. Additional amounts may be allocated to other reserve funds as the shareholders may determine, including the amount allocated to the reserve fund for the repurchase of shares.

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The remaining balance, if any, may be distributed as dividends. See Item 8: "Financial Information—Consolidated Statements and Other Financial Information—Dividend Policy."

Redemption

In accordance with our by-laws, shares representing our capital stock are subject to redemption in connection with either (i) a reduction of capital stock, or (ii) a redemption with retained earnings, which in either case must be approved by our shareholders. In connection with a capital reduction, the redemption of shares will be made *pro rata* among the shareholders but in no case will the redemption price be less than the book value of such shares as determined pursuant to our latest statements of financial position approved at a general ordinary shareholders' meeting or by means of a tender offer conducted on the Mexican Stock Exchange at prevailing market prices, in accordance with the Mexican Corporations Law, the LMV and our by-laws.

Dissolution or Liquidation

Upon our dissolution or liquidation, our shareholders will appoint one or more liquidators at an extraordinary general shareholders' meeting to wind up our affairs. All fully paid and outstanding shares of capital stock will be entitled to participate equally in any liquidating distributions.

Certain Minority Protections

Pursuant to the LMV and the Mexican Corporations Law, our by-laws include a number of minority shareholder protections. These minority protections will include provisions that permit:

- holders of at least 10% of our outstanding capital stock:
  - to request a call for a shareholders' meeting;
  - to request that resolutions with respect to any matter on which they were not sufficiently informed be postponed; and
  - to appoint one member of our board of directors and one alternate member of our board of directors.
- holders of 20% of our outstanding capital stock to oppose any resolution adopted at a shareholders' meeting and file a petition for a court order to suspend the resolution temporarily, within 15 days following the adjournment of the meeting at which the action was taken, provided that (i) the challenged resolution violates Mexican law or our by-laws, (ii) the opposing shareholders neither attended the meeting nor voted in favor of the challenged resolution, and (iii) the opposing shareholders deliver a bond to the court to secure payment of any damages that we may suffer as a result of suspending the resolution, in the event that the court ultimately rules against the opposing shareholder; and
- holders of 5% of our outstanding capital stock may initiate a shareholder derivative suit against some or all of our directors, for violations of their duty of care or duty of loyalty, for our benefit, in an amount equal to the damages or losses caused to us. Actions initiated on these grounds have a five-year statute of limitations.

Other Provisions

Foreign Investment Regulations

Mexico's Foreign Investment Law restricts ownership by non-Mexicans of our capital stock to 49% of the capital stock not otherwise represented by CPOs. Our amended by-laws establish that only Mexican investors may acquire our Series A shares directly. Currently, we do not have any Series B shares, in the event that we were to issue Series B shares, non-Mexican investors may acquire our Series B shares directly. As required by Mexican law, our by-laws provide that if a non-Mexican investor acquires a direct interest or participation in a Series A share representing our capital stock at any time, such Series A share will be forfeited to the Mexican government. The Mexican Foreign Investment Law permits non-Mexican investors to hold our Series A shares indirectly through neutral shares or securities such as the CPOs.

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Duration

Our corporate existence under our by-laws is indefinite.

Purchase of Shares by Us

We will be able to purchase our shares (or CPOs evidencing such shares) through the Mexican Stock Exchange at the prevailing market prices for the shares at the time of purchase. The economic and voting rights corresponding to repurchased shares will not be exercised during the period the shares are owned by us, and the shares will not be deemed outstanding for purposes of calculation any quorum or vote at any shareholders' meeting. We will not be required to create a special reserve for the repurchase of shares and we will not require the approval of our board of directors to effect share repurchases. However, we will require the approval of our shareholders in respect of the maximum amount that may be used for share repurchases and our board of directors must appoint an individual or group of individuals for effecting share repurchases. Share repurchases will have to be made subject to the provisions of applicable law, including the LMV, and carried out, reported and disclosed in the manner specified by the CNBV. If we intend to repurchase shares representing more than 1% of our outstanding capital stock at a single trading session, we will be required to inform the public of such intention, at least ten minutes before submitting our bid.

If we intend to repurchase shares representing 3% or more of our outstanding capital stock during any rolling period of twenty trading days, we will be required to conduct a public tender offer for such shares.

On April 21, 2023, our shareholders approved the establishment of a repurchase program (the "Repurchase Program"), of our shares in accordance with the terms set forth in Article 56 of the LMV and the applicable articles of the Regulations Applicable to Issuers of Securities and Other Participants of the Securities Market (*Disposiciones de carácter general aplicables a las emisoras de valores y a otros participantes del mercado de valores*) and the development of the terms and conditions of the Repurchase Program.

In addition, our board of directors was given the authority to develop the terms and conditions of the Repurchase Program taking into consideration Article 56 of the LMV, our capital requirements and any other factors it may deem critical. However, we cannot allocate proceeds or capital to the program until it complies with the requirements established in Article 56 of the LMV and other applicable provisions, provided that, the maximum amount of proceeds or capital allocated for the acquisition of our shares would be up to an amount equivalent to 5% of our capital stock with a cap of U.S. $100,000,000.00, provided, further, that the amount of proceeds or capital allocated for such purposes, in any case, must be approved, for each fiscal year, by the general ordinary shareholders' meeting, and any such approval shall be in compliance with Article 56 of the LMV.

Purchases of Shares by our Subsidiaries

Our subsidiaries or other entities controlled by us may not purchase, directly or indirectly, shares representing our capital stock or shares of companies or entities that are our shareholders.

Conflicts of Interest

Under Mexican law, any shareholder that has an opposing interest to ours, must abstain from discussing and voting on the relevant matter. Any such shareholder that votes in a transaction in which its interests conflict with our interest may be liable for damages and losses, but only if the transaction would not have been approved without such

shareholder's vote.

A member of the board of directors that has an opposing interest to ours must disclose such opposing interest and abstain from any deliberation or vote in connection therewith. A breach by any member of the board of directors of any such obligations may result in the director being liable for damages and losses.

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Exclusive Jurisdiction

Our by-laws provide that, in connection with any controversy between our shareholders and us, or between our shareholders, in connection with any matter related to us, both we and our shareholders must submit to the jurisdiction of the courts of Mexico City, Mexico.

Appraisal Rights

Whenever our shareholders approve a change in our corporate purpose, jurisdiction of organization or transformation from one corporate form to another, any shareholder entitled to vote that voted against the matters approved has the right to withdraw and receive the book value of its shares as set forth in the financial statements last approved by our shareholders, provided that the shareholder exercises this appraisal right within 15 days after the meeting at which the relevant matter was approved. Since holders of our CPOs may have no voting rights, appraisal rights generally will not be available to them.

Cancellation of Registration in the Mexican National Securities Registry

In accordance with our by-laws, and as set forth in the LMV, we will be required to make a public tender offer for the purchase of stock held by minority shareholders, in the event that the registration of our Series A shares with the Mexican National Securities Registry is cancelled, either as a result of our determination or by an order of the CNBV. Our controlling shareholders will be secondarily liable for these obligations. A controlling shareholder will be deemed to be a shareholder that holds a majority of our capital stock, has the ability to control the outcome of decisions made at a shareholders or board of directors meeting, or has the ability to appoint a majority of the members of our board of directors. The price at which the stock must be purchased is the higher of:

- the average quotation price on the Mexican Stock Exchange for the 30 days prior to the date of the tender offer, or
- the book value, as reflected in the report filed with the CNBV and the Mexican Stock Exchange.

If the tender for cancellation is requested by the CNBV, it must be initiated within 180 days from the date of the request. If initiated by us, under the LMV, the cancellation must be approved by 95% of our shareholders.

Our board of directors must make a determination with respect to fairness of the tender offer price, taking into consideration the minority shareholders' interest, and disclose its opinion within 10 business days from the commencement of the offering.

The resolution of the board of directors may be accompanied by a fairness opinion issued by an expert selected by our audit committee. Directors and first-level officers are required to disclose whether or not each of them will sell their shares in connection with the tender offer.

C. Material Contracts

For a description of material contracts relating to our indebtedness. See Item 5: "Operating and Financial Review and Prospects—Liquidity and Capital Resources—Loan Agreements."

D. Exchange Controls

Mexico has had a free market for foreign exchange since 1991, and the Mexican federal government has allowed the peso to float freely against the U.S. dollar since December 1994. We have no control over or influence on this exchange rate policy. The Mexican federal government has announced that it does not intend to change its floating exchange rate policy, but there is no guarantee that the Mexican federal government will not change this policy. See Item 3: "Key Information—Exchange Rates."

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E. Taxation

Material U.S. Federal Income Tax Consequences

The following is a discussion of the material U.S. federal income tax consequences to U.S. Holders (as defined below) of the ownership and disposition of our ADSs. This discussion applies only to U.S. Holders that hold our ADSs as "capital assets" (within the meaning of Section 1221 of the Code and that have the U.S. dollar as their functional currency. This discussion is based on the Code, the U.S. Treasury regulations promulgated thereunder, administrative rulings of the Internal Revenue Service (the "IRS"), and judicial decisions, each as in effect as of the date hereof. All of the foregoing authorities are subject to change or differing interpretations, possibly with retroactive effect, and any such change or differing interpretation could affect the tax consequences described below. Except as expressly described herein, this discussion does not address the U.S. federal income tax consequences that may apply to U.S. Holders under the "Convention Between the Government of the United States of America and the Government of the United Mexican States for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income," or the Treaty. This discussion does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may be relevant to U.S. Holders with respect to their ownership and disposition of our ADSs. This summary does not address any consequences under any U.S. federal tax laws other than those pertaining to the income tax (e.g., estate or gift taxes), any withholding required pursuant to the Foreign Account Tax Compliance Act of 2010 (including the U.S. Treasury regulations promulgated thereunder and intergovernmental agreements entered into in connection therewith) or any state, local or non-U.S. tax consequences.

This discussion also does not address all U.S. federal income tax consequences relevant to a U.S. Holder's particular circumstances, including the impact of the Medicare contribution tax on net investment income and any alternative minimum tax. In addition, it does not address consequences relevant to U.S. Holders subject to special rules under the U.S. federal income tax laws, including, without limitation:

- banks, financial institutions or insurance companies;
- regulated investment companies, real estate investment trusts or grantor trusts;
- dealers or traders in securities, commodities or currencies;
- tax-exempt entities or organizations, including an "individual retirement account" or "Roth IRA" as defined in Sections 408 or 408A of the Code, respectively;

- certain former citizens or long-term residents of the United States;
- persons holding our ADSs as part of a straddle, hedging, constructive sale, conversion or other integrated transaction;
- persons that actually or constructively own 10% or more of the voting power or value of our stock;
- persons that are resident or ordinarily resident in or have a permanent establishment in a jurisdiction outside the United States or persons that are not U.S. Holders;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to our ADSs being taken into account in an applicable financial statement;
- persons who acquired our ADSs pursuant to the exercise of any employee share option or otherwise as compensation for the performance of services; or
- partnerships (including entities classified as partnerships for U.S. federal income tax purposes) or other pass-through entities (or persons holding our ADSs through partnerships or other pass-through entities).

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For purposes of this discussion, a "U.S. Holder" is a beneficial owner of an ADS that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust that (i) is subject to the primary supervision of a U.S. court and the control of one or more United States persons (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

If a partnership or an entity treated as a partnership for U.S. federal income tax purposes holds an ADS, the tax treatment of a partner in the partnership will depend upon the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding our ADSs and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

Unless otherwise indicated, this discussion assumes that we are not, and will not become, a "passive foreign investment company," or PFIC, for U.S. federal income tax purposes. See the discussion below under "—Passive Foreign Investment Company Considerations."

The discussion below assumes that the representations contained in the CPO trust agreement and ADS deposit agreement are true and that the obligations in the CPO trust agreement, ADS deposit agreement and any related agreements have been and will be complied with in accordance with their terms. For U.S. federal income tax purposes, U.S. Holders will be treated as the beneficial owners of the CPOs represented by our ADSs and each CPO should represent a beneficial interest in our Series A Shares represented by the CPOs. The U.S. Treasury Department has expressed concern that intermediaries in the chain of ownership between the holder of an ADS and the issuer of the security underlying the ADS may be taking actions that are inconsistent with the beneficial ownership of the underlying security. Accordingly, the creditability of certain Mexican taxes paid, if any, and the availability of the reduced tax rate for dividends received by certain non-corporate U.S. Holders, including individual U.S. Holders (as discussed below under "Distributions"), could be affected by actions taken by intermediaries in the chain of ownership between U.S. Holders and us if as a result of such actions U.S. Holders are not properly treated as beneficial owners of the CPOs and our Series A Shares represented by the CPOs.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE OWNERSHIP AND DISPOSITION OF OUR ADSs UNDER THE U.S. FEDERAL ESTATE OR GIFT TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER THE TREATY

Distributions

Subject to the PFIC rules discussed below under "—Passive Foreign Investment Company Considerations," the gross amount of distributions made with respect to our ADSs (including the amount of any Mexican taxes withheld therefrom, if any, and excluding certain pro rata distributions of our underlying Series A Shares or other similar equity interests) will generally be includable in a U.S. Holder's gross income (in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes) as dividend income to the extent that such distributions are paid out of our current or accumulated earnings and profits as determined under U.S. federal income tax principles. Because we do not expect to maintain calculations of our earnings and profits in accordance with U.S. federal income tax principles, it is expected that distributions paid to U.S. holders generally will be reported as dividends. Accordingly, U.S. Holders should expect that all such distributions made with respect to our ADSs will be treated as dividends. Dividends on our ADSs will not be eligible for the dividends-received deduction allowed under the Code to U.S. Holders that are corporations.

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With respect to non-corporate U.S. Holders, dividends on our ADSs may qualify as "qualified dividend income" which is eligible for reduced rates of U.S. federal income taxation provided that:

- we are eligible for the benefits of the Treaty, or with respect to the dividend paid on our ADSs which are readily tradable on an established securities market in the United States;
- we are not a PFIC (as discussed below) for either the taxable year in which the dividend was paid or the preceding taxable year;
- the U.S. Holder satisfies certain holding period requirements, and
- the U.S. Holder is not under an obligation to make related payments with respect to positions in substantially similar or related property.

Currently our ADSs are listed on NYSE, which is an established securities market in the United States, and should be considered readily tradable on NYSE. However, there can be no assurance that our ADSs will be considered readily tradable on an established securities market in the United States in future years. U.S. Holders should consult their tax advisors regarding the availability of such reduced rate for dividends paid with respect to our ADSs.

The amount of any distribution on our ADSs paid in pesos will be equal to the U.S. dollar value of pesos on the date such distribution is includible in income by the recipient, regardless of whether the payment is in fact converted into U.S. dollars at that time. If the distribution is converted into U.S. dollars on the date of receipt, a U.S. Holder

should not be required to recognize foreign currency gain or loss in respect of the distribution. A U.S. Holder may have foreign currency gain or loss if the distribution is converted into U.S. dollars after the date of receipt. In general, foreign currency gain or loss will be treated as U.S.-source ordinary income or loss. The amount of any distribution of property other than cash will be the fair market value of such property on the date of distribution.

Sale or Other Taxable Disposition of our ADSs

Subject to the PFIC rules discussed below, upon the sale or other taxable disposition of our ADSs, a U.S. Holder generally will recognize capital gain or loss in an amount equal to the difference between the amount realized (in U.S. dollars) on such taxable disposition and the U.S. Holder's adjusted tax basis (in U.S. dollars) in such ADSs. Any such gain or loss will be treated as long-term capital gain or loss if the U.S. Holder's holding period for such ADSs exceeds one year. Certain non-corporate U.S. Holders (including individuals) are currently subject to U.S. federal income tax on long-term capital gain at preferential rates. The deductibility of capital losses is subject to significant limitations.

Foreign Taxes

Certain Mexican taxes, if any, withheld or paid on dividends on, or upon the sale or other taxable disposition of, our ADSs may, subject to limitations and conditions, be treated as foreign income tax eligible for credit against a U.S. Holder's U.S. federal income tax liability under the U.S. foreign tax credit rules or, at the U.S. Holder's election, eligible for deduction in computing the U.S. Holder's U.S. federal taxable income. If a refund of any such Mexican tax is available to a U.S. Holder under the laws of Mexico imposing such tax or under the Treaty, the amount of such tax that is refundable will not be eligible for the credit or deduction against the U.S. Holder's U.S. federal income tax liability. Dividends paid on ADSs generally will constitute foreign source income and generally will be considered "passive category" income in computing the foreign tax credit allowable to U.S. Holders under U.S. federal income tax laws. Certain U.S. Treasury regulations restrict the availability of any foreign tax credit (or deduction in lieu thereof) based on the nature of the withholding tax imposed by the non-U.S. jurisdiction, although the IRS has provided temporary relief from the application of certain aspects of these regulations until new guidance or regulations are issued. The rules governing the determination of the foreign tax credit are complex, and certain limitations and conditions may apply to a U.S. Holder's ability to claim the foreign tax credit for any foreign taxes paid or withheld with respect to the ADSs. U.S. Holders should consult their tax advisors regarding the availability of a foreign tax credit in their particular circumstances and the possibility of claiming a deduction in lieu of the foreign tax credit.

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Passive Foreign Investment Company Considerations

Notwithstanding the foregoing, certain adverse U.S. federal income tax consequences could apply to a U.S. Holder if we are treated as a PFIC for any taxable year during which such U.S. Holder holds our ADSs. We would be classified as a PFIC for any taxable year if, after applying certain look-through rules with respect to the income and assets of our subsidiaries (including taking into account our pro rata portion of the income and assets of each corporation in which we own, directly or indirectly, at least a 25% interest (by value)), either:

- 75% or more of our gross income for such taxable year is "passive income" (as defined in the relevant provisions of the Code), or
- 50% or more of the value of our assets (generally determined on the basis of a quarterly average) during such taxable year is attributable to assets that produce or are held for the production of passive income.

For this purpose, "passive income" includes, subject to certain exceptions, dividends, interest, royalties, rents, annuities, gains from commodities and securities transactions, net gains from the sale or exchange of property producing such passive income, net foreign currency gains and amounts derived by reason of the temporary investment of funds. In addition, cash and other assets readily convertible into cash are generally categorized as passive assets. The PFIC rules also contain a look-through rule whereby we will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, 25 percent or more (by value) of the stock.

Based on the market price of our ADSs and the composition of our income, assets and operations, we do not believe we were classified as a PFIC for U.S. federal income tax purposes for the taxable year ended December 31, 2025. However, this is a factual determination that must be made annually after the close of each taxable year. This determination will depend on, among other things, the ownership and the composition of the income and assets, as well as the value of the assets (which may fluctuate with our market capitalization), of the Company and its subsidiaries from time to time. Therefore, there can be no assurance that we will not be classified as a PFIC for the current taxable year or for any future taxable year.

If we were classified as a PFIC for any taxable year during which a U.S. Holder held our ADSs, the U.S. Holder would be subject to special tax rules with respect to any "excess distributions" that the U.S. Holder receives in respect of our ADSs and any gain realized by the U.S. Holder from a sale or other disposition (including a pledge) of the ADSs, unless the U.S. Holder makes one of the elections described below. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder's holding period for our ADSs;
- the amount allocated to the current taxable year, and any taxable year in the U.S. Holder's holding period prior to the first taxable year in which we became a PFIC, will be treated as ordinary income; and
- the amount allocated to each other taxable year will be subject to the highest tax rate in effect for that year and the interest charge applicable to underpayments of tax will be imposed on the resulting tax attributable to each such taxable year.

In addition, dividend distributions made to the U.S. Holder will not qualify for the preferential rates of U.S. federal income taxation applicable to long-term capital gains discussed above under "—Distributions" and the U.S. Holder may be required to file IRS Form 8621 with the U.S. Holder's federal income tax return for that year. You should consult your tax advisor concerning your annual filing requirements in the event we are classified as a PFIC for any taxable year during which you hold our ADSs.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs, we will continue to be treated as a PFIC with respect to the U.S. Holder for all succeeding taxable years during which the U.S. Holder holds the ADSs. If we cease to be a PFIC, the U.S. Holder may be able to avoid some of the adverse tax consequences of the PFIC regime by making a deemed sale election with respect to our ADSs. If such election is made, the U.S. Holder will be deemed to have sold our ADSs that the U.S. Holder holds at their fair market value on the last day of the last taxable year in which we qualified as a PFIC, and any gain from such deemed sale would be subject to the consequences described above. After the deemed sale election, the U.S. Holder's ADSs with respect to which the deemed sale election was made will not be treated as ADSs in a PFIC unless we subsequently become a PFIC.

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If the Company is a PFIC, certain elections may be available that would result in an alternative treatment. In lieu of being subject to the tax and interest charge rules described above, a U.S. Holder may make an election to include gain on the stock of a PFIC as ordinary income under a "mark-to-market" method, provided that such stock is "marketable." The ADSs generally would be considered marketable for purposes of this election if the ADSs are traded in more than de minimis quantities on at least 15 days during each calendar quarter on a qualified exchange or other market, as defined in the applicable U.S. Treasury regulations. NYSE, on which our ADSs are listed, is a qualified exchange for this purpose. U.S. Holders should consult their tax advisors regarding the availability and consequences of a market-to-market election with respect to the ADSs.

Alternatively, a U.S. Holder may avoid the adverse tax and interest-charge regime described above by making an election to treat us as a "qualified electing fund". However, we do not intend to prepare or provide the information that would enable U.S. Holders to make a qualified electing fund election.

The U.S. federal income tax rules relating to PFICs are complex. Prospective U.S. investors are urged to consult their tax advisors with respect to the application of the PFIC rules to their investment in the ADSs.

Information Reporting and Backup Withholding

Dividend payments with respect to our ADSs and proceeds from the sale, exchange, redemption or other taxable disposition of our ADSs may be subject to information reporting to the IRS and possible U.S. backup withholding. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes any other required certification or otherwise properly establishes an exemption from backup withholding. U.S. Holders who are required to establish their exempt status may be required to provide such certification on IRS Form W-9.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's U.S. federal income tax liability, if any, and a U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing any required information to the IRS. U.S. Holders should consult their tax advisors regarding the application of the U.S. information reporting and backup withholding rules.

Foreign Financial Asset Reporting

Certain U.S. Holders who are individuals or certain specified entities that own "specified foreign financial assets" with an aggregate value in excess of U.S. $50,000 on the last day of the taxable year (and in some circumstances, a higher threshold) may be required to report information relating to the ADSs by attaching a completed IRS Form 8938, Statement of Specified Foreign Financial Assets (which requires U.S. Holders to report "specified foreign financial assets," which generally include financial accounts held at a non-U.S. financial institution, interests in non-U.S. entities, as well as stock and other securities issued by a non-United States person), to their tax return for each year in which they hold our ADSs, subject to certain exceptions (including an exception for the ADSs held in accounts maintained by U.S. financial institutions). U.S. Holders should consult their tax advisors regarding their reporting obligations with respect to their acquisition, ownership, and disposition of the ADSs.

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PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE OWNERSHIP AND DISPOSITION OF OUR ADSs.

Mexican Taxation

General

The following summary of certain Mexican federal income tax consequences of the purchase, ownership and disposition of ADSs or CPOs or the Series A shares underlying the CPOs, is based upon the federal tax laws of Mexico as in effect on the date of this annual report, which are subject to change. Prospective purchasers of ADSs or CPOs are encouraged to consult their own tax advisors as to the Mexican or other tax consequences of the purchase, ownership and disposition of ADSs or CPOs and indirectly the Series A shares underlying the CPOs, including, in particular, the effect of any foreign, state or municipal tax laws.

This summary is based upon the Mexican federal income tax laws in effect on the date of this annual report, which are subject to change and does not describe any tax consequences arising under the laws of any state or municipality, other than the federal laws of Mexico.

Holders of ADSs or CPOs are encouraged to consult their own tax advisors as to their entitlement to the benefits, if any, afforded by the Treaty regarding income tax.

Mexico has also entered into and is negotiating several other tax treaties with various countries, that may have an impact on the tax treatment of the purchase, ownership and disposition of ADSs, CPOs or the Series A shares underlying the CPOs. Prospective purchasers of the ADSs or CPOs are encouraged to consult their own tax advisors as to the tax consequences, if any, of any such treaties.

The following summary of the Mexican federal income tax consequences of the purchase, ownership or disposition of ADSs or CPOs is a general summary of the principal consequences, under Mexican tax law and the Treaty, as currently in effect, of such purchase, ownership or disposition of ADSs or CPOs by non-Mexican holders (but not by holders who are or may be deemed residents of Mexico for tax purposes), that will not hold ADSs or CPOs in connection with the conduct of a trade or business through a permanent establishment for tax purposes, in Mexico.

A non-resident of Mexico is a legal entity or individual that does not satisfy the requirements to be considered a resident of Mexico for Mexican federal income tax purposes.

For purposes of Mexican taxation, individuals are residents of Mexico for tax purposes if they have established their place of residence in Mexico, unless they have a place of residence in a different country, in which case such individuals will only be considered residents of Mexico for tax purposes if they have their center of vital interests (*centro de intereses vitales*) in Mexico. Mexican law considers individuals to have their center of vital interests in Mexico if (i) at least 50% of their income is derived from Mexican sources or (ii) their principal center of professional activities is located in Mexico, among others. An individual will also be considered a resident of Mexico if such individual is a state employee, regardless of the location of such person's core of vital interests. A legal entity is a resident of Mexico if it is incorporated under the laws of Mexico, or if it maintains the principal administration of its business or the effective location of its management in Mexico.

A permanent establishment in Mexico of a non-Mexican resident will be regarded as a resident of Mexico for tax purposes, and any and all income attributable to such permanent establishment will be required to pay taxes in Mexico in accordance with applicable law.

Dividends

Dividends, either in cash or in any other form (except for stock dividends), paid with respect to A shares or B shares represented by the CPOs (or in the case of holders who hold CPOs represented by ADSs), will be subject to a 5% Mexican withholding tax based on the amount of the distributed dividend, multiplied by a factor of 1.5385, which produces a net Mexican withholding tax of approximately 7.7% applicable to holders of CPOs who are non-residents of Mexico. Under the Treaty, a U.S. Shareholder who owns less than 10% of our stock and is otherwise eligible for benefits under such treaty will, in no event, be subject to more than a 10% withholding tax.

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Disposition of ADSs or CPOs

The sale or the disposition of ADSs or CPOs by a non-Mexican holder will not be subject to any Mexican tax, if the transaction is carried out through the Mexican Stock Exchange or other securities markets approved by the Ministry of Finance and Public Credit (*Secretaria de Hacienda y Crédito Público*).

The exemption referred to in the previous paragraph would not be applicable (i) if the person or group of persons that directly or indirectly hold 10% or more of our shares, in a period of 24 months, sell 10% or more of such shares, through one transaction or through more than one simultaneous or successive transactions, including transactions conducted through derivatives or in any other analogous or similar manner, and (ii) if a person or group of persons who control Volaris sell their control through one transaction or more than one simultaneous or successive transactions in a period of 24 months, including transactions conducted through derivatives or in any other analogous or similar manner. For purposes of the above, "control" and "group of persons" have the meaning ascribed to them in the LMV. Gains received by a non-resident holder arising out of the sale or other transfers of ADSs or CPOs made in any of the circumstances described in (i) and (ii) above, are deemed as income arising from Mexican source subject to Mexican income tax.

Gain on sales or other dispositions of ADSs or CPOs made in circumstances other than those described in the first paragraph of this section, generally would be subject to Mexican tax at a rate of 25% based on the aggregate proceeds received from the transaction or, subject to certain requirements applicable to the seller (including the appointment of a representative in Mexico for tax purposes to pay the applicable taxes), on any gain arising from a sale or other disposition as described in the next paragraph. If income of a non-resident holder is subject to a preferential tax regime (as defined by the Mexican Income Tax Law), the applicable rate may be up to 40% on the gross income obtained.

A non-resident holder may elect to pay taxes on the gains realized from the sale of our shares on a net basis (sales price less tax cost basis) at a rate of 30%, provided that the income of the non-resident holder is not subject to a preferential tax regime (as such terms are defined by the Mexican Income Tax Law), the non-resident holder appoints a legal representative in Mexico for purposes of the disposition of the shares and the representative files a tax notice claiming the election and a tax return coupled with a report issued by a public accountant.

Pursuant to the Treaty, gains realized by a holder of ADSs or CPOs that is eligible to claim benefits thereunder may be exempt from Mexican income tax on gains realized on a sale or other disposition of shares, if such holder owned, directly or indirectly, less than 25% of our outstanding capital stock during the 12-month period preceding such disposition provided certain requirements are met. These requirements include the obligation to (i) prove tax treaty residence, (ii) appoint a legal representative in Mexico for taxation purposes, and (iii) present tax reports prepared by authorized certified public accountants.

Value Added Tax

According to the provisions of the Mexican Value Added Tax Law (*Ley del Impuesto al Valor Agregado*), the disposition of the ADSs or CPOs made by non-resident holders would be exempt from the Value Added Tax.

Other Mexican Taxes

There are currently no Mexican estate, gift, inheritance, or value added taxes applicable to the purchase, ownership or disposition of ADSs or CPOs. However, gratuitous transfers of ADSs or CPOs may result in the imposition of a Mexican federal income tax upon the recipient in certain circumstances.

There are currently no Mexican stamp, registration or similar taxes payable with respect to the purchase, ownership or disposition of ADSs or CPOs.

F. Dividends and Paying Agents

Not Applicable.

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G. Statement by Experts

Not Applicable.

H. Documents on Display

We are subject to the informational requirements of the Exchange Act, applicable to foreign private issuers and, in accordance therewith, file reports and other information with the SEC. Accordingly, we will be required to file reports and other information with the SEC, including annual reports on Form 20F and reports on Form 6K. You may inspect and copy reports and other information to be filed with the SEC at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington D.C. 20549. Copies of the materials may be obtained from the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549 at prescribed rates. The public may obtain information on the operation of the SEC's Public Reference Room by calling the SEC in the United States at 1800SEC0330. In addition, the SEC maintains an internet website at http://www.sec.gov, from which you can electronically access the registration statement and its materials.

As a foreign private issuer, we are not subject to the same disclosure requirements as a domestic U.S. Registrant under the Exchange Act. For example, we are not required to prepare and issue quarterly reports. However, we will be required to file annual reports on Form 20F within the time period required by the SEC, which is currently four months from December 31, the end of our fiscal year. As a foreign private issuer, we are exempt from Exchange Act rules regarding proxy statements and short-swing profits. However, pursuant to the Holding Foreign Insiders Accountable Act enacted on December 18, 2025, our directors and officers are subject to the insider reporting obligations under Section 16(a) of the Exchange Act, including the requirement to file Forms 3, 4 and 5, effective March 18, 2026.

We will provide the depositary with annual reports in English, which will include a review of operations and annual audited consolidated financial statements prepared according to IFRS.

You may request a copy of our SEC filings, at no cost, by contacting us at: Av. Antonio Dovalí Jaime No. 70, 13th Floor, Tower B, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, México City, México 01210, Attention: Investor Relations, Email: ir@volaris.com, Tel.: +525552616400.

I. Subsidiary Information

Not Applicable.

ITEM 11 QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are subject to certain market risks, including commodity prices, specifically fuel. The adverse effects of changes in these markets could pose a potential loss as discussed below. The sensitivity analysis provided below does not consider the effects that such adverse changes may have on overall economic activity, nor does it consider additional actions we may take to mitigate our exposure to such changes. Actual results may differ.

Fuel. Our results of operations can vary materially due to changes in the price and availability of fuel. Fuel expense for the years ended December 31, 2023, 2024, and 2025 represented 38%, 33%, and 31%, respectively, of our operating expenses. Increases in fuel prices or a shortage of supply could have a material adverse effect on our operations and operating results. We source a significant portion of our fuel from refining resources located in Mexico. Gulf Coast fuel is subject to volatility and supply disruptions, particularly during hurricane season when refinery shutdowns have occurred, or when the threat of weather-related disruptions has caused Gulf Coast fuel prices to spike above other regional sources. For the years ended December 31, 2025, 2024, and 2023, the Aircraft jet fuel consumption recognized as operating expense in the consolidated statements of operations was U.S.$885.5 million, U.S.$893.9 million and U.S.$1,165.1 million, respectively.

Our fuel cost is referenced to US Gulf Coast Jet Fuel 54 and US West Coast Jet Fuel, which are the references utilized to determine the cost of the fuel provided by our

suppliers. Based on our 2025 annual fuel consumption, a 5% increase in the average price per gallon of those reference prices would have increased our fuel expense for 2025 by U.S. $36.5 million.

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To attempt to manage fuel price risk, from time to time we use derivative financial instruments to mitigate the risk in cash flows attributable to changes in the fuel price.

We measure our derivative financial instruments at fair value. We measure the fair value of the derivative instruments based on quoted market prices. Outstanding derivative financial instruments expose us to credit loss in the event of nonperformance by the counterparties to the agreements. However, we do not expect the counterparties to fail to meet their obligations.

Our fuel hedging practices are dependent upon many factors, including our assessment of market conditions for fuel, our access to the capital necessary to support margin requirements under derivative agreements and the pricing of hedges and other derivative products in the market.

During the year ended December 31, 2023, we did not enter into new derivate financial instruments to hedge Jet Fuel.

During the six months period ended December 31, 2024, we contracted US Gulf Coast Jet Fuel 54 Asian call options, designated to hedge 14,356 thousand gallons, representing a portion of the projected fuel consumption for the first quarter of 2025.

During the year ended December 31, 2025, we contracted US Gulf Coast Jet Fuel 54 Asian call options, designated to hedge 2,986 thousand gallons, representing a portion of the projected fuel consumption for the second quarter of 2026.

Currency fluctuations. The value of the U.S dollar has been subject to fluctuations with respect to the peso in the past and may be subject to fluctuations in the future. If the peso depreciates against the U.S. dollar our demand would be adversely affected. See Item 3: "Key Information—Risk Factors—Currency fluctuations or the devaluation and depreciation of the U.S. dollar could adversely affect our business, results of operations, financial condition and prospects."

In 2023, as a consequence of either the appreciation or depreciation of the U.S. dollar against the peso, and our net monetary liability position in Mexican peso and other currencies, we recorded foreign exchange gains (losses) of U.S.$(34.1) million. In 2024 and 2025, we recorded gains of U.S.$13.7 million and U.S.$13.1 million.

Interest Rates. We use derivative financial instruments to reduce our exposure to fluctuations in market interest rates. As of December 31, 2023, we had an outstanding hedging contract in the form of an interest rate cap with a notional amount of Ps.3.16 billion (U.S. $187.4 million based on an exchange rate of Ps.16.89 to U.S. $1 on December 31, 2023) and a fair value of U.S. $1.7 million. As of December 31, 2024, we had an outstanding hedging contract in the form of an interest rate cap with a notional amount of Ps.2.42 billion (U.S. $119.2 million based on an exchange rate of Ps.20.27 to U.S. $1 on December 31, 2024) and a fair value of U.S. $0.3 million. As of December 31, 2025, we had an outstanding hedging contract in the form of an interest rate cap with a notional amount of Ps. 1.92 billion (U.S. $106.6 million based on an exchange rate of Ps.17.97 to U.S. $1 on December 31, 2025) and a fair value of U.S. $(4) million. These instruments are included as assets in our consolidated statements of financial position.

Our financial debt, as recognized in our consolidated statements of financial position, consists of the lines of credit with Santander and Bancomext; JSA International U.S. Holding, GY Aviation Lease 1714 Co. Limited, Incline II B Shannon 18 Limited and Oriental Leasing 6 Company Limited, asset-backed trust notes (*CEBUR*) issued in the Mexican Market and other financing agreements relating to engines and aircraft with Tarquin Limited, Wilmington Trust SP Services (Dublin) Limited, NBB- V11218 Lease Partnership, NBB-V11951 Lease Partnership, NBB Pintail Co. Ltd, Bank of Utah Corporate Trust, RRPF Engine Leasing Limited, BOC Aviation (Ireland) Limited and Credit Agricole Corporate and Investment Bank.

ITEM 12 DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not Applicable.

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B. Warrants and Rights

Not Applicable.

C. Other Securities

Not Applicable.

D. American Depositary Shares

The Bank of New York Mellon, as depositary, will register and deliver American Depositary shares, also referred to as ADSs. Each ADS will represent ten CPOs (or a right to receive ten CPOs) deposited with Indeval, as custodian for the depositary. Each ADS will also represent any other securities, cash or other property which may be held by the depositary. The depositary's office at which the ADSs will be administered is located at 101 Barclay Street, New York, New York 10286.

ADSs may be held either (a) directly (i) by having an American Depositary Receipt, also referred to as an ADR, which is a certificate evidencing a specific number of ADSs, registered in the holder's name, or (ii) by having ADSs registered in the holder's name in the Direct Registration System, or DRS, or (b) indirectly by holding a security entitlement in ADSs through a broker or other financial institution.

The DRS is a system administered by The Depository Trust Company, also referred to as DTC, pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership is confirmed by periodic statements sent by the depositary to the registered holders of uncertificated ADSs.

We will not treat ADS holders as one of our shareholders and ADS holders will not have shareholder rights under Mexican law and our by-laws. A deposit agreement among us, the depositary and ADS holders, and the beneficial owners of ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADSs.

Dividends and Other Distributions

The depositary has agreed to pay to ADS holders the cash dividends or other distributions it or the custodian receives in respect of the underlying CPOs or other deposited securities, after deducting its fees and expenses described below. ADS holders will receive these distributions in proportion to the number of CPOs their ADRs

represent.

Cash Dividends and Distributions. The depositary will convert any cash dividend or other cash distribution we pay on the shares underlying the applicable CPOs into U.S. dollars, if it can do so on a reasonable basis and can transfer the U.S. dollars to the United States. If that is not possible or if any Mexican federal government approval is needed and cannot be obtained, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest. If the depositary can only convert a portion of the cash dividend into U.S. dollars, it can either distribute the unconverted portion in the foreign currency or hold the foreign currency on the account of the ADS holders. If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, ADS holders may lose some or all of the value of the distributions. Before making a distribution, the depositary will deduct any withholding taxes that must be paid. See Item 10: "Additional Information —Taxation." It will distribute only whole U.S. dollars and cents and will round fractional cents to the nearest whole cent.

Share Dividends and Distributions. The depositary may distribute additional ADSs representing any additional CPOs issued as a result of our issuing a share dividend or distribution. The depositary will only distribute whole ADSs. It will sell CPOs or Series A Shares, which would require it to deliver a fractional ADS and distribute the net proceeds in the same way as it does with cash. If the depositary does not distribute additional ADSs, the outstanding ADSs will also represent the new CPOs. The depositary may sell a portion of the distributed CPOs or Series A shares sufficient to pay its fees and expenses in connection with that distribution.

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Rights to Purchase Additional CPOs. If the CPO trustee offers CPO holders any rights to subscribe for additional CPOs or any other rights, the depositary may make these rights available to ADS holders. If the depositary decides it is not legal and practical to make the rights available but that it is practical to sell the rights, the depositary will use reasonable efforts to sell the rights and distribute the proceeds in the same way as it does with cash. Under current Mexican law, preemptive rights with respect to our common stock may not be sold apart from the applicable shares. The depositary will allow rights that are not distributed or sold to lapse. In that case, ADS holders will receive no value for them. If the depositary makes rights to purchase CPOs available to ADS holders, it will exercise the rights and purchase the CPOs on their behalf. The depositary will then deposit the CPOs and deliver ADSs to the applicable holders. It will only exercise rights if holders pay it the exercise price and any other charges required by the terms of the rights. U.S. securities laws may restrict transfers and cancellation of the ADSs representing CPOs purchased upon exercise of rights. For example, holders may not be able to trade these ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the ADSs described in this section except for changes needed to put the necessary restrictions in place.

Other Distributions. The depositary will send to ADS holders anything else the CPO trustee distributes on deposited securities by any means it determines to be legal, fair and practical. If the depositary determines that it cannot make the distribution in a legal, fair and practical manner, it may sell the distributed assets and distribute the net proceeds, in the same way as it does with cash or determine to hold the distributed assets, in which case ADSs will also represent the newly distributed assets. However, the depositary is not required to distribute any securities (other than ADSs) unless it receives satisfactory evidence from us that it is legal to make that distribution. The depositary may sell a portion of the distributed securities or property sufficient to pay its fees and expenses in connection with that distribution.

Unlawful or Impracticable Distributions. The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, CPOs, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, CPOs, rights or anything else to ADS holders. This means that ADS holders may not receive the distributions we make on our common stock or any value for such distributions if it is illegal or impractical for us to make them available to such holders.

Deposit, Withdrawal and Cancellation

The depositary will deliver ADSs upon the deposit of CPOs or evidence of rights to receive CPOs with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names requested and will deliver the ADSs to the persons requested.

Upon surrender of ADSs to the depositary, upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the CPOs and any other deposited securities underlying the surrendered ADSs to the person surrendering the ADSs or a person designated by them at the office of the custodian or, at the holder's request, risk and expense, the depositary will deliver the deposited securities at its office, if feasible; provided, however, that non-Mexican holders may not hold Series A shares directly, but will hold CPOs representing a financial interest in such Series A shares as described in this annual report.

Voting Rights

ADS holders have no voting rights and do not have the power to instruct the depositary to vote the shares underlying the CPOs underlying such ADSs.

Fees and Expenses

The following table sets forth the applicable fees for various services, transactions and activities related to the ADSs.

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Persons Depositing CPOs or ADR Holders Must Pay:	For:
U.S. $5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	Issuance of ADSs, including issuances resulting from a distribution of CPOs or rights or other property
	Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
U.S. $0.05 (or less) per ADS	Any cash distribution to ADS holders
A fee equivalent to the fee that would be payable if securities distributed to you had been CPOs and the CPOs had been deposited for issuance of ADSs	Distribution of securities distributed to holders of deposited securities which are distributed by the depositary to ADS holders
U.S. $0.05 (or less) per ADS per calendar year	Depositary services
Registration or transfer fees	Transfer and registration of CPOs on our CPO register to or from the name of the depositary or its agent when you deposit or withdraw CPOs
Expenses of the depositary	Conversion of foreign currency to U.S. dollars

Expenses of the depositary	Cable, telex and facsimile transmission (when expressly provided in the deposit agreement)
Taxes and other governmental charges the depositary or the custodian have to pay on any ADSs or CPOs underlying ADSs, for example, stock transfer taxes, stamp duty or withholding taxes, any charges incurred by the depositary or its agents for servicing deposited securities. The depositary collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.	As necessary
From time to time, the depositary may make payments to us to reimburse and / or share revenue from the fees collected from ADS holders, or waive fees and expenses for services provided, generally relating to costs and expenses arising out of establishment and maintenance of the ADS program. In performing its duties under the deposit agreement, the depositary may use brokers, dealers or other service providers that are affiliates of the depositary and that may earn or share fees or commissions.	

Payment of Taxes

The depositary may deduct the amount of any taxes owed from any payments to ADS holders. It may also sell deposited securities, by public or private sale, to pay any taxes owed. ADS holders will remain liable if the proceeds of the sale are not enough to pay the taxes. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay or distribute to applicable ADS holder any proceeds or property remaining after it has paid the taxes.

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Reclassifications, Recapitalizations and Mergers

If We:	Then:
Change the nominal or par value of the CPOs	The cash, shares or other securities received by the depositary will become deposited securities. Each ADS will automatically represent its equal share of the new deposited securities.
Reclassify, split up or consolidate any of the deposited securities	The depositary may distribute some or all of the cash, shares or other securities it received. It may also deliver new ADRs or ask ADR holders to surrender their outstanding ADRs in exchange for new ADRs identifying the new deposited securities.
Distribute securities on the CPOs that are not distributed to ADS holders	If dividend securities are first distributed in respect of outstanding Series A shares, the dividend securities will be held in the CPO trust, and the CPO trustee will distribute additional CPOs to the relevant holders of CPOs, including those represented by ADRs, in proportion to their holdings. If the CPO deed does not allow the Company to cause additional CPOs to be issued in an amount sufficient to represent the Series A shares paid as a dividend, the Company would be required to modify the CPO deed or enter into a new CPO deed to issue the number of CPOs necessary to represent the Series A shares issued as a dividend. If the CPO trustee receives a distribution in a form other than cash or additional Series A shares, the CPO trustee will make the distribution pursuant to the instructions of the technical committee.
Recapitalize, reorganize, merge, liquidate, sell all or substantially all of our assets, or take any similar action	To the extent there are changes to the Series A Shares affecting our CPOs, the CPO trustee shall pursuant to the instructions of the technical committee of the CPO trust, release additional CPOs or call for the surrender of outstanding CPOs to be exchanged for new CPOs should the following circumstances occur (i) a split or a consolidation of our Series A shares; (ii) a capitalization affecting, or redemption of, our Series A shares; (iii) any other reclassification or restructuring of our Series A shares; or (iv) any merger, consolidation, or spin-off. The CPO trustee, as instructed by the technical committee, will also decide if any changes or required amendments must be made to the CPO trust agreement and the CPO trust deeds. If the CPO deed does not allow the Company to cause additional CPOs to be released in an amount sufficient to represent the Series A shares necessary to reflect the corporate events specified above, the Company will need to modify the CPO deed or enter into a new CPO deed that will permit the Company to issue the number of CPOs necessary to represent the Series A shares that reflect any such event. If the Company consolidates its capital stock in a way that is no longer consistent with the structure of the CPO trust, the CPO trustee, as instructed by the CPO trust's technical committee, will determine how the corpus of the CPO trust should be modified to reflect such consolidation. If the Company calls for a redemption of the Series A shares held in the CPO trust, the CPO trustee will follow the instructions of the CPO trust's technical committee, and will act pursuant to applicable law, to determine which CPOs will be redeemed, in a number equal to the number of Series A shares held in the CPO trust called for redemption. The CPO trustee will then pay the holders of the redeemed CPOs their proportional share of the consideration. Upon the Company's dissolution or liquidation, shareholders will appoint one or more liquidators at an extraordinary general shareholders' meeting to wind up the Company's affairs. All fully paid and outstanding shares of capital stock will be entitled to participate equally in any liquidating distributions.

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Amendment and Termination

We may agree with the depositary to amend the deposit agreement and the ADRs for any reason without the consent of the ADS holders. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, or prejudices a substantial right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. At the time an amendment becomes effective, ADS holders are considered, by continuing to hold ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.

The depositary will terminate the deposit agreement if we ask it to do so. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign, and we have not appointed a new depositary bank within 60 days. In either case, the depositary must notify ADS holders at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: (a) advise ADS holders that the deposit agreement is terminated, (b) collect distributions on the deposited securities, (c) sell rights and other property, and (d) deliver CPOs and other deposited securities upon surrender of ADSs. Four months or more after termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement for the pro rata benefit of the ADS holders that have not surrendered their ADSs. It will not invest the money and has no liability for interest. The depositary's only obligations will be to account for the money and other cash. After termination, our only obligations will be to indemnify the depositary and to pay fees and expenses of the depositary that we agreed to pay.

Shareholder Communications and Inspection of Register of Holders of ADSs

The depositary will make available for shareholders' inspection at its office all communications that it receives from us or the CPO trustee as a holder of deposited securities that we or the CPO trustee make generally available to holders of deposited securities. The depositary will send shareholders copies of those communications if we ask it to. Shareholders have a right to inspect the register of holders of ADSs, but not for the purpose of contacting those holders about a matter unrelated to our business or the ADSs.

Limitations on Obligations and Liability

The deposit agreement expressly limits our obligations and the obligations of the depositary. It also limits our liability and the liability of the depositary. We and the depositary:

- are only obligated to take the actions specifically set forth in the deposit agreement without negligence or bad faith;
- are not liable if either of us is prevented or delayed by law or circumstances beyond our control from performing our obligations under the deposit agreement;
- are not liable if either of us exercises discretion permitted under the deposit agreement;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement, or for any special, consequential or punitive damages for any breach of the terms of the deposit agreement;
- have no obligation to become involved in a lawsuit or other proceeding related to the ADRs or the deposit agreement on an ADR holder's behalf or on behalf of any other party; and
- may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party.

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In the deposit agreement, we agree to indemnify the depositary for acting as depositary, except for losses caused by the depositary's own negligence or bad faith, and the depositary agrees to indemnify us for losses resulting from its negligence or bad faith.

Requirements for Depositary Actions

Before the depositary will deliver or register a transfer of an ADS, make a distribution of ADSs, or permit withdrawal of CPOs, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any CPOs or other deposited securities;
- satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with regulations it may establish, from time to time, consistent with the deposit agreement, including presentation of transfer documents.

The depositary may refuse to deliver ADSs or register transfers of ADSs generally when the transfer books of the depositary, the CPO trustee or our transfer books are closed or at any time if the depositary or we think it advisable to do so.

ADS Holders' Right to Receive the CPOs Underlying ADSs

ADS holders have the right to surrender their ADSs and withdraw the underlying CPOs at any time except:

- when temporary delays arise because: (i) the depositary or the CPO trustee has closed its transfer books, or we have closed our transfer books; (ii) the transfer of CPOs is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our common stock or any other security deposited with the CPO trustee;
- if the ADS holder owes money to pay fees, taxes and similar charges; and
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of CPOs or other deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Pre-release of ADSs

The deposit agreement permits the depositary to deliver ADSs before deposit of the underlying CPOs. This is called a pre-release of the ADSs. The depositary may also deliver CPOs upon cancellation of pre-released ADSs (even if the ADSs are surrendered before the pre-release transaction has been closed out). A pre-release is closed out as soon as the underlying CPOs are delivered to the depositary. The depositary may receive ADSs instead of CPOs to close out a pre-release. The depositary may pre-release ADSs only under the following conditions: (a) before or at the time of the pre-release, the person to whom the pre-release is being made represents to the depositary in writing that it or its customer owns the CPOs or ADSs to be deposited; (b) the pre-release is fully collateralized with cash or other collateral that the depositary considers appropriate; and (c) the depositary must be able to close out the pre-release on not more than five business days' notice. In addition, the depositary will limit the number of ADSs that may be outstanding at any time as a result of pre-release, although the depositary may disregard the limit from time to time, if it thinks it is appropriate to do so.

Depositary Payments

During 2025, we received U.S. $498,456 from the depositary associated with our American Depositary Shares program. This amount includes reimbursements for continuing annual stock exchange listing fees, standard out-of-pocket maintenance costs for the ADRs (*e.g.*, the expenses of postage and envelopes for mailing annual and interim financial reports, printing and distributing dividend checks, electronic filing of U.S. federal tax information, mailing required tax forms, stationery, postage, facsimile, and telephone calls), any applicable performance indicators associated with the ADR facility, underwriting fees and legal fees.

Please refer to Exhibit 2.1(b) to this annual report for the remaining information relating to our American Depositary Shares as required under Item 12.D of Form 20-F.

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PART II

ITEM 13 DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14 MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

None.

ITEM 15 CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Disclosure controls and procedures are designed to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. We carried out an evaluation under the supervision of our management, including our chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2025. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon our evaluation, our chief executive officer and chief financial officer concluded that, as of December 31, 2025, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the applicable rules and forms, and that it is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed under the supervision of our chief executive officer and chief financial officer, and effected by our board of directors, management, and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with IFRS, and it includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect transactions and dispositions of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorization of our management and board of directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, effective control over financial reporting cannot, and does not, provide absolute assurance of achieving our control objectives. Also, projection of any evaluation of the effectiveness of the internal controls to future periods is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

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As of the year ended December 31, 2025, our management conducted an assessment of the effectiveness of our internal control over financial reporting in accordance with the criteria established in 2013 in the publication "Internal Control—Integrated Framework," issued by the Treadway Commission's Committee of Sponsoring Organizations (COSO), as well as the rules prescribed by the SEC in its final rule "Management's Report on Internal Control Over Financial Reporting and Certification of Disclosure in Exchange Act Periodic Reports."

Based on the assessment performed, management concluded that our internal control over financial reporting was effective as of the end of the period covered by this annual report.

Attestation Report of the Registered Public Accounting Firm

The attestation report of KPMG Cárdenas Dosal, S.C., an independent registered public accounting firm, on our internal control over financial reporting is included with the audit report accompanying our audited financial statements included in this annual report.

Changes in Internal Control over Financial Reporting

During the period covered by this annual report, there has been no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 16 [RESERVED]

ITEM 16A AUDIT COMMITTEE FINANCIAL EXPERT

Our board of directors has determined that José Luis Fernández Fernández, a member of our audit committee, meets the requirements of an "audit committee financial expert," as defined by the SEC. Mr. Fernández satisfies the "independence" requirements of Section 303A of the NYSE Listed Company Manual and meets the independence standards under Rule 10A-3 under the Exchange Act.

See Item 6: "Directors, Senior Management and Employees—C. Board Practices—Audit Committee."

ITEM 16B CODE OF ETHICS

We have adopted a code of ethics that applies to all our directors and executive officers and all other personnel, including our principal executive and financial officers.

We intend to disclose on our website any amendment to, or waiver from, a provision of our Code of Ethics that applies to our directors or executive officers to the extent required under the rules of the SEC or the NYSE. Our Code of Ethics is available on our website at www.ir.volaris.com under the "About Volaris—By-Laws and Policies—Code of Ethics" tab. The information on our website is not incorporated into this annual report.

ITEM 16C PRINCIPAL ACCOUNTANT FEES AND SERVICES

The table below sets forth the fees for services performed by KPMG Cárdenas Dosal, S.C., our independent registered public accounting firm ("KPMG"), for the periods indicated (including related expenses) and categorized by service in dollars.

	Year Ended December 31,	
	2024	2025
	KPMG	KPMG
Audit [1]	1,094,209	1,201,971
Audit-Related Fees [2]	126,948	597,721
Tax Fees	—	—
All Other Fees	—	39,893
Total	1,221,157	1,839,585

(1) "Audit Fees" are the aggregate fees billed for professional services rendered by our auditors for the audit of our annual financial statements as well as in connection with audit services for SEC or other regulatory filings.

(2) "Audit-Related fees" are attestation services, over taxes and social security obligations, provided in connection with statutory and regulatory requirements.

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Our audit committee pre-approves all audit and non-audit services provided by our independent auditor pursuant to the Sarbanes-Oxley Act of 2002.

ITEM 16D EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G CORPORATE GOVERNANCE

As a foreign private issuer, we may follow our home country's corporate governance practices in lieu of most of the NYSE's corporate governance listing standards. Pursuant to Section 303A.11 of the Listed Company Manual of the NYSE, we are required to provide a summary of the significant ways in which our corporate governance practices differ from those required for U.S. companies under the NYSE listing standards. The table below discloses the significant differences between our corporate governance practices and the NYSE standards.

NYSE Standards	Our Corporate Governance Practices
Director Independence. Majority of board of directors must be independent. §303A.01	**Director Independence**. Pursuant to the LMV and our by-laws, our shareholders are required to appoint the members of our board of directors comprised of no more than 21 members, 25% of whom must be independent. Certain persons are per se non-independent, including insiders, control persons, major suppliers and relatives of such persons. In accordance with the LMV, our shareholders' meeting is required to make a determination as to the independence of our directors, though such determination may be challenged by the CNBV. See Item 6: "Directors, Senior Management and Employees—Directors and Senior Management" and Item 10: "Additional Information—Memorandum and Articles of Association-Provisions of Our By-laws and Mexican Law Relating to Directors—Election of Directors."
Executive Sessions. Non-management directors must meet regularly in executive sessions without management. Independent directors should meet alone in an executive session at least once a year. §303A.03	**Executive Sessions**. Non-management directors meet regularly in executive sessions without management.

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NYSE Standards	Our Corporate Governance Practices
Nominating/Corporate Governance Committee. Nominating/corporate governance committee of independent directors is required. The committee must have a charter specifying the purpose, duties and evaluation procedures of the committee. §303A.04	**Nominating Committee**. We are not required to have a nominating committee. However, we maintain a corporate governance committee that oversees compensation and nominations which may, among other things, submit proposals to our board of directors in respect of the appointment of principal officers, the inaction, amendment or formation of incentive plans for officers and compensation of officers within the first four corporate levels. See Item 6: "Directors, Senior Management and Employees—Directors and Senior Management—Board of Directors" and Item 10: "Additional Information—Memorandum and Articles of Association—Provisions of Our By-laws and Mexican Law Relating to Directors" for further information.
Compensation Committee. Compensation committee of independent directors is required, which must evaluate and approve executive officer	**Compensation Committee**. We are not required to have a compensation committee. However, we maintain a corporate governance committee that oversees compensation and nominations

compensation. The committee must have a charter specifying the purpose, duties and evaluation procedures of the committee. §303A.05.	working group that makes proposals to the board of directors in respect of compensation of officers within the first four corporate levels. See Item 10: "Additional Information—Memorandum and Articles of Association—Provisions of Our By-laws and Mexican Law Relating to Directors" for further information.
Audit Committee. Audit committee satisfying the independence and other requirements of Exchange Act Rule 10A-3 and the more stringent requirements under the NYSE standards is required. §§303A.06, 303A.07	**Audit Committee**. We have an audit committee comprised of three members. Each member of the audit committee is independent, as independence is defined under the LMV, and also meets the independence requirements of Exchange Act Rule 10A-3. Our audit committee operates primarily pursuant to LMV and our by-laws. For a detailed description of the duties of our audit committee, see Item 6: "Directors, Senior Management and Employees—Board Practices—Audit Committee."
Equity Compensation Plans. Equity compensation plans require shareholder approval, subject to limited exemptions. §§303A.08 & 312.03	**Equity Compensation Plans**. Shareholder approval is required for the adoption and amendment of an equity-compensation plan based upon the recommendation of our board of directors and the opinion of our corporate governance committee.
Shareholder Approval for Issuance of Securities. Issuances of securities (1) that will result in a change of control of the issuer, (2) that are to a related party or someone closely related to a related party, (3) that have voting power equal to at least 20% of the outstanding common stock voting power before such issuance or (4) that will increase the number of shares by at least 20% of the number of outstanding shares before such issuance require shareholder approval. §§312.03(b)-(d)	**Shareholder Approval for Issuance of Securities**. Mexican law and our by-laws require our shareholders to authorize any share issuance. Any issuance of shares is subject to mandatory preemptive rights, except in the event of a public offering and other limited circumstances. Shares issued that have cleared preemptive rights or that are the subject of public offerings, may be allocated as a result of a resolution from our directors. Shares repurchased by us in the open market may be placed again based upon resolutions by our directors.

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NYSE Standards	Our Corporate Governance Practices
Other Shareholder Approvals. The NYSE rules also require shareholder approval for certain matters, such as the opportunity to vote on equity compensation plans and material revisions to those plans, which is required under certain circumstances under Mexican law.	**Other Shareholder Approvals**. We intend to follow home country law in determining whether shareholder approval is required.
Code of Business Conduct and Ethics. Corporate governance guidelines and a code of business conduct and ethics is required, with disclosure of any waiver for directors or executive officers. The code must contain compliance standards and procedures that will facilitate the effective operation of the code. §303A.10	**Code of Business Conduct and Ethics**. We have adopted a code of ethics, which has been accepted by all of our directors and executive officers and all other personnel.
Conflicts of Interest. Determination of how to review and oversee related party transactions is left to the listed company. The audit committee or comparable body, however, could be considered the forum for such review and oversight. §307.00. Certain issuances of common stock to a related party require shareholder approval. §312.03(b)	**Conflicts of Interest**. In accordance with Mexican law and our by-laws, our board of directors is required to approve, on a case-by-case basis, transactions involving a conflict of interest (other than transactions in the ordinary course of business that satisfy our procedures), based upon the opinion of our audit committee, that may request the opinion of a third-party expert. Pursuant to the LMV, our board of directors may establish guidelines regarding related party transactions that do not require the board of directors' approval.
Solicitation of Proxies. Solicitation of proxies and provision of proxy materials is required for all meetings of shareholders. Copies of such proxy solicitations are to be provided to NYSE. §§402.00 & 402.04	**Solicitation of Proxies**. We are required under Mexican law to solicit proxies and provide proxy materials for meetings of shareholders. In accordance with Mexican law and our by-laws, we are also required to inform shareholders of all meetings by notice provided in the electronic system implemented by the Mexican Ministry of Economy (*Secretaría de Economía*), and which specifies the requirements for admission to the meeting, provides a mechanism by which shareholders can vote by proxy, and makes proxies available. Shareholders that are Mexican investors and are entitled to vote, may attend a shareholders' meeting and cast votes at such meeting. Under the deposit agreement relating to the ADSs, holders of the ADSs receive notices of shareholders' meetings. As foreign investors, holders of ADSs (or CPOs underlying the securities) are not entitled to vote at our shareholders' meetings.
	Peer Review. Under Mexican law we must be audited by a public accountant that qualifies as independent, and satisfies the requirements specified under applicable law, maintaining certain quality standards.

ITEM 16H MINE SAFETY DISCLOSURE

Not Applicable.

ITEM 16I DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None.

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ITEM 16J INSIDER TRADING POLICIES

We have adopted an insider trading policy that governs the purchase, sale, and/or other dispositions of our securities by directors of the Company and the Covered Persons (as defined in the policy) that is reasonably designed to promote compliance with Mexican and U.S. insider trading laws, rules and regulations, and the listing requirements

of the Mexican Stock Exchange and New York Stock Exchange. A copy of our insider trading policy is attached as Exhibit 11.1 to this annual report.

ITEM 16K CYBERSECURITY

Cybersecurity Risk Management and Strategy

We have developed and implemented a cybersecurity risk management program aimed at safeguarding the confidentiality, integrity, and availability of our critical systems and information.

Our approach to cybersecurity is based on the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) and the International Organization for Standardization 27005 (ISO/IEC 27005:2022). It is important to note that while we reference these frameworks, that does not imply strict adherence to specific technical standards, specifications, or requirements. Instead, we use the NIST CSF and ISO 27005:2022 as guiding principles to identify, assess, and manage cybersecurity risks relevant to our business.

Moreover, our cybersecurity risk management program integrates into our broader enterprise risk management framework through shared methodologies, reporting channels and governance processes.

With our cybersecurity risk management program, several key components include the following:

- Risk assessments: Assessments are conducted to identify and prioritize significant cybersecurity risks to our critical systems and information, supporting elements of our broader security architecture, including Zero Trust principles.
- Dedicated security team: A specialized security team oversees the risk assessment processes, manages security controls, and orchestrates responses to cybersecurity incidents.
- Utilization of external service providers: We engage external service providers as we deem appropriate to help augment our capabilities, leveraging their expertise to assess, test, or bolster various aspects of our security controls.
- Cybersecurity awareness training: Through training initiatives, we seek to empower our employees and incident response personnel with the knowledge and skills to recognize and respond to cyber threats.
- Cybersecurity Incident Response Plan: Our response plan outlines processes for addressing cybersecurity incidents, minimizing disruptions and mitigating potential impacts.
- Third-Party Risk: We seek to assess risk and to obtain cybersecurity-related contractual commitments from critical service providers where possible.
- GenAI and emerging technologies: We seek to embed security, privacy, and governance considerations into the adoption and use of emerging technologies, including artificial intelligence, to protect data, manage risks, and support regulatory compliance.

For the Company, cybersecurity risk management is an important component of our operational and risk management practices. As technology evolves and threats evolve with it, we remain committed to working to enhance the security and resiliency of our organization. We have not identified risks from known cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition. We face certain ongoing risks from cybersecurity threats that, if realized, are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition. See "Risk Factors—Cyber-attacks or other cyber-incidents involving our IT Systems and Confidential Information could have an adverse effect on our business, results of operations, or financial condition."

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Cybersecurity Governance

Cybersecurity risk is part of our overall risk oversight function. The board of directors has entrusted the audit committee with the oversight of cybersecurity and other information technology risks.

The audit committee oversees management´s implementation and execution of our cybersecurity risk management program, supported by our Technology & Transformation Senior Director and the IT and Cybersecurity Working Group. This multidisciplinary group is comprised of executive management members as well as key leaders from internal audit, risk evaluation, financial planning, compliance, IT, and technology domains, alongside external advisors.

Quarterly reports from the IT and Cybersecurity Working Group provide the audit committee with assessments of our cybersecurity risks and risk remediation and management initiatives. Additionally, management updates the audit committee on significant cybersecurity incidents.

Continuing education remains a cornerstone of our governance approach, with the audit committee receiving briefings on cybersecurity topics from our Technology & Transformation Senior Director, internal security staff, or external experts.

Key strategic and operational initiatives are led by our Technology & Transformation Senior Director, the IT senior manager, the senior transformation manager, the IT internal control manager, and the IT security manager who are primarily responsible for assessing and managing cybersecurity risks. These individuals are skilled in risk management, data safety, control design, and cybersecurity operations management. Our Technology & Transformation Senior Director has over 30 years of experience in control areas, risk management and compliance including the last four years focused on IT, cybersecurity and digital transformation. Our IT Security Manager has over 30 years of experience in IT and information security, including management, infrastructure, support and administration of mission-critical systems. Our Senior Transformation Manager has over 24 years of experience spearheading transformation initiatives focused on business processes and needs. Finally, our IT Internal Control Manager has over 24 years of experience in IT and cybersecurity controls, risk management and regulatory compliance.

In addition, various operational cybersecurity team members hold certifications in ISO27000, CISA, CISM, among others, and complement this expertise with specialized training and proficiency in risk management and cybersecurity. Together, they remain vigilant and informed, leveraging threat intelligence, external consultations, and advanced security tools to prevent, detect, and respond to cybersecurity risks and incidents effectively.

Our operational cybersecurity team members are vital to helping management members (as well as the IT and Cybersecurity Working Group), stay informed about and monitor efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel, threat intelligence and other information obtained from governmental, public or private sources, including external consultants engaged by us, and alerts and reports produced by security tools deployed in the IT environment.

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PART III

ITEM 17 FINANCIAL STATEMENTS

See "Item 18 Financial Statements."

ITEM 18 FINANCIAL STATEMENTS

See pages F-1 through F-87.

ITEM 19 EXHIBITS

EXHIBIT INDEX

Exhibit Number	Exhibit
1.1	Amended By-laws of the Company (*estatutos*) (English translation) (incorporated by reference to Exhibit 99.2 of the Company's report on Form 6-K furnished to the SEC on April 17, 2026)
2.1*	Description of Securities
2.2	Form of Deposit Agreement among the Company, The Bank of New York Mellon, as Depositary, and all Owners and Holders from time to time of American Depositary Shares issued thereunder (incorporated by reference to Exhibit 1(1) of the Company's registration statement on Form F-6 filed with the SEC on August 30, 2013 (File No. 333-190940))
4.3†	Lease Agreement, dated as of August 21, 2008, between the Company and Engine Lease Finance Corporation (incorporated by reference to Exhibit 10.4 of the Company's registration statement on Form F-1 filed with the SEC on June 20, 2013 (File No. 333-189121))
4.4†	Fleet Hour Agreement, dated as of June 8, 2007, between the Company and IAE International Aero Engines AG including Side Letter dated as of May 31, 2012 (incorporated by reference to Exhibit 10.5 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.5†	Lease Agreement, dated as of April 28, 2006, between the Company and Engine Lease Finance Corporation, as amended by the Lease Extension and Amendment Agreement No. 1, dated as of September 30, 2011, between the Company and Engine Lease Finance Corporation (incorporated by reference to Exhibit 10.6 of the Company's registration statement on Form F-1 filed with the SEC on June 20, 2013 (File No. 333-189121))
4.6†	General Terms of Sale Agreement, dated as of December 8, 2006, between the Company and IAE International Aero Engines AG (incorporated by reference to Exhibit 10.9 of the Company's registration statement on Form F-1 filed with the SEC on June 20, 2013 (File No. 333-189121)).
4.7†	A320 Family Purchase Agreement, dated as of October 28, 2005, between the Company and Airbus S.A.S., including Amendment No. 1, dated as of June 22, 2007, Amendment No. 2, dated as of July 11, 2008, Amendment No. 3, dated as of January 30, 2009, Amendment No. 4, dated as of October 28, 2010, Amendment No. 5, dated as of December 15, 2010, Amendment No. 6, dated as of December 15, 2010, Amendment No. 7, dated as of January 4, 2011 and Amendments Nos. 8 and 9 both dated as of December 28, 2011 (incorporated by reference to Exhibit 10.10 of the Company's registration statement on Form F-1 filed with the SEC on June 20, 2013 (File No. 333-189121))
4.9†	Lease Agreement, dated as of August 23, 2010, as amended between the Company and Macquarie Aerospace Ireland Limited (incorporated by reference to Exhibit 10.26 of the Company's registration statement on Form F-1 filed with the SEC on September 12, 2013 (File No. 333-189121))

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4.10†	Lease Agreement, dated as of April 13, 2011, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.31 of the Company's registration statement on Form F-1 filed with the SEC on June 20, 2013 (File No. 333-189121))
4.11†	Common Terms Agreement, dated as of June 28, 2007, between the Company and GE Commercial Aviation Services Limited, as amended by the Engine Lease Extension & Amendment Agreement, dated as of March 27, 2013, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.34 of the Company's registration statement on Form F-1 filed with the SEC on June 20, 2013 (File No. 333-189121))
4.12†	Lease Agreement, dated as of April 14, 2011, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.36 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.13†	Lease Agreement, dated as of June 26, 2012, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.37 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.14†	Lease Agreement, dated as of April 14, 2011, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.38 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.15†	Lease Agreement, dated as of April 14, 2011, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.39 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.16†	Lease Agreement, dated as of April 14, 2011, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.40 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.17†	Lease Agreement, dated as of March 15, 2012, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.41 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.18†	Lease Agreement, dated as of June 26, 2012, between the Company and Wells Fargo Bank Northwest, National Association (incorporated by reference to Exhibit 10.42 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.19†	Aircraft Lease Agreement "A," dated as of April 12, 2011, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.43 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))

4.20†	Aircraft Lease Agreement "B," dated as of April 12, 2011, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.44 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.21†	Aircraft Lease Agreement "C," dated as of April 12, 2011, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.45 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.22†	Aircraft Lease Agreement "D," dated as of April 12, 2011, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.46 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))

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4.23†	Agreement on Technical Services for A319/A320 Aircraft, dated as of August 15, 2012 between the Company and Lufthansa Technik AG; Attachment 1: Total Component Support to Agreement on Technical Services for A310/320 Aircraft between Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V. and LHT dated August 15, 2012 (incorporated by reference to Exhibit 10.47 of the Company's registration statement on Form F-1 filed with the SEC on September 12, 2013 (File No. 333-189121))
4.24†	Aircraft Lease Agreement "A," dated as of December 31, 2012, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.48 of the Company's registration statement on Form F-1 filed with the SEC on September 12, 2013 (File No. 333-189121))
4.25†	Aircraft Lease Agreement "B," dated as of December 31, 2012, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.49 of the Company's registration statement on Form F-1 filed with the SEC on September 12, 2013 (File No. 333-189121))
4.26†	Aircraft Lease Agreement "C," dated as of December 31, 2012, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.50 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.28†	Navitaire Hosted Services Agreement, dated January 29, 2013 (incorporated by reference to Exhibit 10.54 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.29†	Aircraft Lease Agreement "D," dated as of December 31, 2012, between Wells Fargo Bank Northwest, National Association and the Company (incorporated by reference to Exhibit 10.55 of the Company's registration statement on Form F-1 filed with the SEC on August 16, 2013 (File No. 333-189121))
4.30+	Business Combination Agreement dated as of December 18, 2025, between Grupo Viva Aerobus, S.A. de C.V., and the Company.
8.1*	List of the Subsidiaries of the Company
11.1*	Insider Trading Policy
12.1*	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2*	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1**	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1	Concession Title, dated as of May 9, 2005, as amended from time to time, granted to the Company by the Ministry of Communications and Transportation (*Secretaria de Comunicaciones y Transportes*) (incorporated by reference to Exhibit 99.1 of the Company's registration statement on Form F-1 filed with the SEC on June 20, 2013 (File No. 333-189121))
97.1	Recovery of Erroneously Awarded Compensation Policy (incorporated by reference to Exhibit 97.1 of the Company's annual report on Form 20-F filed with the SEC on April 29, 2024 (File No. 001-36059))
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Filed herewith

** Furnished herewith

† Portions of this exhibit have been omitted under rules of the U.S. Securities and Exchange Commission permitting the confidential treatment of select information.

\+ Portions of this exhibit have been omitted pursuant to Instruction 4(a) to the Instructions as to Exhibits to Form 20-F because they are both (i) not material and (ii) the type of information that the registrant treats as private or confidential. Certain schedules and exhibits to this exhibit have also been omitted pursuant to the Instructions as to Exhibits to Form 20-F. The registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission upon request.

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SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Controladora Vuela Compañía de Aviación, S.A.B. de C.V.

By: /s/ Enrique Javier Beltranena Mejicano
Name: Enrique Javier Beltranena Mejicano
Title: President and Chief Executive Officer

By: /s/ Jaime E. Pous
Name: Jaime E. Pous
Title: Chief Financial Officer

Date: April 27, 2026

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CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)

Consolidated Financial Statements

Years Ended December 31, 2025, and 2024
with Independent Auditor's Report

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)

Consolidated Financial Statements

As of December 31, 2025, and 2024 and for the years ended December 31, 2025, 2024 and 2023

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Independent Auditor's Report (KPMG Cárdenas Dosal, S.C., Mexico, Audit Firm ID: 1141) F-2

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Controladora Vuela Compañía de Aviación, S.A.B. de C.V.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of Controladora Vuela Compañía de Aviación, S.A.B. de C.V. and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, changes in equity, and cash flows for each of the years in the three-year period ended December 31, 2025, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2025, in conformity with IFRS Accounting Standards as issued by the International Accounting Standards Board (IFRS Accounting Standards).

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated April 27, 2026 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of the aircraft components and engines lease return obligations

As described in Notes 1q), 2i), 14i) and 16 to the consolidated financial statements, as of December 31, 2025, the Company has a provision for its aircraft components and engines lease return obligations in the amount of $ 378,276 thousand. Aircraft lease agreements require the Company to return aircraft components (airframe, APU and landing gears) and engines (overhaul and limited life parts) to the lessor under specific conditions of use.

A provision for the aircraft components and engines lease return obligation is recognized from the time it becomes more likely than not that such costs will be incurred, and these can be estimated reliably. The provision is included as part of other liabilities and the costs are recognized as a component of variable lease expenses on a straight-line basis through the remaining lease term. The Company estimates the provision for its aircraft components and engines lease return obligation using certain assumptions including the projected usage of the aircraft and the expected costs of the maintenance tasks to be performed at the return date as well as discount rates to determine the present value of the obligations at the reporting date.

We have identified the evaluation of the estimate of the aircraft components and engines lease return obligation as a critical audit matter. The assessment of the provision required significant judgment given the complexity involved in determining the key assumptions, which included the projected usage of the aircraft, the estimated maintenance cost at the end of the lease contract, and the discount rates. In addition, specialized skills and knowledge were required to assess the discount rates.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the aircraft components and engines lease return obligation process, including controls related to the key assumptions used in the estimate of the provision. We compared the cost of historical aircraft returns to the amounts accrued by the Company in previous years to assess the Company's ability to estimate the provision. For all redeliveries performed during the year, we compare the total cost of redeliveries to the accrued provision for this specific events of return. To evaluate the key assumption used by the Company to estimate its future aircraft components and engines lease return obligations we:

- for a sample of leases subject to the accrual, we compared the assumption of projected usage included in the Company's business plan, to the average of real usage in 2025
- for a sample of leases, we compared the estimated costs of maintenance tasks to be performed at the return date, included in the additions to the accrual of the current year, with the updated list of prices from manufacturers or historical payments for these types of maintenance
- for a sample of leases, we compared the actual cost of the aircraft components and engines lease return obligation to the accrued amounts of the year and to the cost of maintenance performed to comply with contractual redelivery conditions
- involved valuation professionals, with specialized skills and knowledge, who assisted in the evaluation of the reasonableness of the discount rates by comparing the Company's inputs to publicly available data and assess the overall discount rates.

KPMG Cardenas Dosal S.C.

We have served as the Company's auditor since 2021.

Mexico City, Mexico
April 27, 2026

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors

Controladora Vuela Compañía de Aviación, S.A.B. de C.V.:

Opinion on Internal Control Over Financial Reporting

We have audited Controladora Vuela Compañía de Aviación, S.A.B. de C.V. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statements of financial position of the Company as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, changes in equity, and cash flows for each of the years in the three-year period ended December 31, 2025, and the related notes (collectively, the consolidated financial statements), and our report dated April 27, 2026, expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Annual Report of Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

KPMG Cardenas Dosal S.C.

Mexico City, Mexico

April 27, 2026

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)
Consolidated Statements of Financial Position
(In thousands of U.S. dollars)

	As of December 31,			
		2025		2024
Assets				
Current assets:				
Cash and cash equivalents (Note 6)	**US$**	**753,884**	US$	907,981
Short-term investments		**20,208**		45,737
Accounts receivable:				
Related parties (Note 7)		**3,436**		2,161
Other accounts receivable, net (Note 8)		**103,059**		76,035
Recoverable value added tax and others		**96,494**		47,825
Recoverable income tax		**59,062**		12,789
Inventories (Note 9)		**16,726**		16,633
Prepaid expenses and other current assets (Note 10)		**62,433**		45,248
Derivative financial instruments (Notes 3, 4 and 5)		**189**		431

Guarantee deposits (Note 11)		**277,854**		227,211
Total current assets		**1,393,345**		1,382,051
Non-current assets:				
Rotable spare parts, furniture and equipment, net (Note 12)		**948,284**		1,070,070
Right-of-use assets, net (Note 14)		**2,531,125**		2,469,580
Intangible assets, net (Note 13)		**38,270**		25,957
Derivative financial instruments (Notes 3, 4 and 5)		**—**		271
Deferred income taxes (Note 20)		**359,770**		286,199
Guarantee deposits (Note 11)		**340,912**		426,193
Other long-term assets		**24,906**		43,389
Total non-current assets		**4,243,267**		4,321,659
Total assets	**US$**	**5,636,612**	US$	5,703,710
Liabilities and equity				
Current liabilities:				
Unearned transportation revenue (Note 21)	**US$**	**360,796**	US$	342,777
Suppliers		**187,486**		161,237
Related parties (Note 7)		**4,601**		2,363
Accrued liabilities (Note 15a)		**269,189**		223,392
Lease liabilities (Note 14)		**409,125**		391,158
Other taxes and fees payable (Note 1r)		**268,541**		274,178
Income taxes payable		**11,593**		28,737
Financial debt (Note 5)		**261,721**		283,616
Other liabilities (Note 16)		**143,187**		62,800
Total current liabilities		**1,916,239**		1,770,258
Non-current liabilities:				
Financial debt (Note 5)		**441,117**		526,362
Accrued liabilities (Note 15b)		**6,623**		7,849
Lease liabilities (Note 14)		**2,744,256**		2,670,378
Other liabilities (Note 16)		**237,631**		333,332
Employee benefits (Note 17)		**15,382**		12,790
Deferred income taxes (Note 20)		**11,583**		17,928
Total non-current liabilities		**3,456,592**		3,568,639
Total liabilities		**5,372,831**		5,338,897
Equity (Note 19):				
Capital stock		**248,278**		248,278
Treasury shares		**(12,709)**		(12,787)
Contributions for future capital increases		**—**		—
Legal reserve		**17,363**		17,363
Additional paid-in capital		**283,180**		283,362
Accumulated deficit		**(125,581)**		(21,709)
Accumulated other comprehensive loss (Note 24)		**(146,750)**		(149,694)
Total equity		**263,781**		364,813
Total liabilities and equity	**US$**	**5,636,612**	US$	5,703,710

The accompanying notes are an integral part of these consolidated financial statements.

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)

Consolidated Statements of Operations

(In thousands of U.S. dollars except for earnings per share)

		For the years ended December 31,				
		2025		2024		2023
Operating revenues (Notes 21 and 26):						
Passenger revenues:						
Fare revenues	**US$**	**1,301,750**	US$	1,517,106	US$	1,650,287
Other passenger revenues		**1,580,665**		1,492,593		1,473,237
		2,882,415		3,009,699		3,123,524
Non-passenger revenues:						
Other non-passenger revenues		**134,483**		111,551		115,424
Cargo		**20,618**		20,626		20,025
		3,037,516		3,141,876		3,258,973
Other operating income (Note 22)		**(222,256)**		(206,444)		(54,710)
Fuel expense (Note 3a)		**885,520**		893,987		1,165,078
Landing, take-off and navigation expenses		**544,298**		492,507		503,366
Salaries and benefits		**451,096**		411,253		386,723
Depreciation of right-of-use assets (Note 14)		**448,570**		409,935		362,015
Aircraft and engine variable lease expenses (Note 14)		**196,082**		135,155		103,845
Sales, marketing and distribution expenses		**144,208**		169,472		167,341
Maintenance expenses		**129,930**		100,426		98,445
Other operating expenses (Note 22)		**116,901**		139,248		169,864
Depreciation and amortization (Notes 12 and 13)		**208,176**		183,115		134,296
Operating income		**134,991**		413,222		222,710

Finance income (Note 23)	**47,841**	49,444	38,222
Finance cost (Note 23)	**(314,139)**	(293,639)	(219,343)
Foreign exchange gain (loss) net (Note 3b)	**13,059**	13,662	(34,147)
(Loss) income before income tax	**(118,248)**	182,689	7,442
Income tax benefit (expense) (Note 20)	**14,376**	(56,314)	377
Net (loss) income	**US$ (103,872)**	US$ 126,375	US$ 7,819
(Loss) earnings per share basic:	**US$ (0.090)**	US$ 0.110	US$ 0.007
(Loss) earnings per share diluted:	**US$ (0.090)**	US$ 0.108	US$ 0.007

The accompanying notes are an integral part of these consolidated financial statements.

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)

Consolidated Statements of Comprehensive Income

(In thousands of U.S. dollars)

	For the years ended December 31,		
	2025	2024	2023
Net (loss) income for the year	**US$ (103,872)**	US$ 126,375	US$ 7,819
Other comprehensive income (loss):			
Other comprehensive income (loss) to be reclassified to (loss) income in subsequent periods:			
Net gain (loss) on hedging derivative financial instruments (Note 24b)	**415**	(394)	(1,175)
(Expense) benefit income tax deferred (Note 20c)	**(124)**	118	362
Exchange differences on translation of foreign operations	**3,543**	(3,879)	749
Other comprehensive (loss) income not to be reclassified to (loss) income in subsequent periods:			
Actuarial remeasurement of employee benefits (Note 17)	**(1,272)**	(130)	(107)
Benefit income tax deferred (Note 20c)	**382**	39	32
Other comprehensive income (loss) for the year, net of tax	**US$ 2,944**	US$ (4,246)	US$ (139)
Total comprehensive (loss) income for the year	**US$ (100,928)**	US$ 122,129	US$ 7,680

The accompanying notes are an integral part of these consolidated financial statements.

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)

Consolidated Statements of Changes in Equity

For the years ended December 31, 2025, 2024 and 2023

(In thousands of U.S. dollars)

	Capital stock	Treasury shares	Contributions for future capital increases	Legal reserve	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Total equity
Balance as of December 31, 2022	US$ 248,278	US$ (12,866)	US$ —	US$ 17,363	US$ 283,174	US$ (155,903)	US$ (145,309)	US$ 234,737
Treasury shares	—	(4,020)	—	—	4,186	—	—	166
Exercise of stock options (Note 18)	—	11	—	—	—	—	—	11
Long-term incentive plan cost (Note 18)	—	5,320	—	—	(5,320)	—	—	—
Net income for the year	—	—	—	—	—	7,819	—	7,819
Other comprehensive loss items	—	—	—	—	—	—	(139)	(139)
Total comprehensive income (loss)	—	—	—	—	—	7,819	(139)	7,680
Balance as of December 31, 2023	248,278	(11,555)	—	17,363	282,040	(148,084)	(145,448)	242,594
Treasury shares	—	(5,065)	—	—	5,155	—	—	90
Long-term incentive plan cost (Note 18)	—	3,833	—	—	(3,833)	—	—	—
Net income for the year	—	—	—	—	—	126,375	—	126,375
Other comprehensive loss items	—	—	—	—	—	—	(4,246)	(4,246)
Total comprehensive income (loss)	—	—	—	—	—	126,375	(4,246)	122,129
Balance as of December 31, 2024	248,278	(12,787)	—	17,363	283,362	(21,709)	(149,694)	364,813
Treasury shares	**—**	**(4,699)**	**—**	**—**	**4,595**	**—**	**—**	**(104)**
Long-term incentive plan cost (Note 18)	**—**	**4,777**	**—**	**—**	**(4,777)**	**—**	**—**	**—**
Net loss for the year	**—**	**—**	**—**	**—**	**—**	**(103,872)**	**—**	**(103,872)**
Other comprehensive income items	**—**	**—**	**—**	**—**	**—**	**—**	**2,944**	**2,944**
Total comprehensive (loss) income	**—**	**—**	**—**	**—**	**—**	**(103,872)**	**2,944**	**(100,928)**
Balance as of December 31, 2025	**US$ 248,278**	**US$ (12,709)**	**US$ —**	**US$ 17,363**	**US$ 283,180**	**US$ (125,581)**	**US$ (146,750)**	**US$ 263,781**

The accompanying notes are an integral part of these consolidated financial statements.

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)

Consolidated Statements of Cash Flows

For the years ended December 31, 2025, 2024 and 2023

(In thousands of U.S. dollars)

	For the years ended December 31,		
	2025	2024	2023
Operating activities			
Net (loss) income	**US$ (103,872)**	US$ 126,375	US$ 7,819
Adjustments for:			
Depreciation and amortization (including right-of-use-assets) (Notes 12, 13 and 14)	**656,746**	593,050	496,311
Allowance for credit losses (Note 8)	**869**	818	1,330
Finance income (Note 23)	**(47,841)**	(49,444)	(38,222)
Finance cost	**312,911**	292,135	218,130
Net foreign exchange (gain) loss differences	**(30,651)**	(10,245)	25,471
Derivative financial instruments (Notes 3 and 4)	**2,475**	2,213	579
Amortized Cost (CEBUR)	**504**	608	634
Net gain on disposal of sale and leaseback, rotable spare parts, furniture and equipment (Note 22)	**(36,113)**	(33,633)	(11,815)
Employee benefits (Note 17)	**273**	1,205	3,296
Aircraft and engine lease extension benefit and other benefits from service agreements	**(761)**	(761)	(761)
Income tax (benefit) expense	**(14,376)**	56,314	(377)
Management incentive and long-term incentive plans	**6,272**	5,178	5,769
	746,436	983,813	708,164
Changes in operating assets and liabilities:			
Related parties	**963**	(15,643)	3,390
Other accounts receivable	**68,772**	63,363	(7,784)
Recoverable and prepaid taxes	**(20,921)**	74,683	69,607
Inventories	**(93)**	(516)	(359)
Prepaid expenses	**(64,958)**	(35,991)	(24,488)
Other assets	**971**	(2,904)	(1,904)
Guarantee deposits	**38,001**	(48,634)	(58,243)
Suppliers	**23,975**	(70,072)	36,620
Accrued liabilities	**40,874**	56,661	(24,929)
Other taxes and fees payable	**1,907**	(29,005)	(9,453)
Unearned transportation revenue	**18,019**	(623)	(3,069)
Derivative financial instruments	**(1,225)**	(2,055)	—
Other liabilities	**(30,844)**	85,626	41,775
Cash generated from operating activities	**821,877**	1,058,703	729,327
Interest received	**47,841**	49,444	38,222
Income taxes paid	**(119,891)**	(18,418)	(37,724)
Net cash flows provided by operating activities	**749,827**	1,089,729	729,825
Investing activities			
Acquisitions of rotable spare parts , furniture and equipment (Note 12)	**(291,592)**	(583,075)	(480,753)
Acquisitions of intangible assets (Note 13)	**(24,283)**	(17,598)	(10,387)
Acquisitions of other short-term investments	**(21,606)**	(48,717)	(17,012)
Proceeds from maturity of other short-term investments	**47,135**	16,877	—
Pre-delivery payments reimbursements (Note 12)	**195,982**	159,993	45,085
Proceeds from disposals of rotable spare parts, furniture and equipment	**5,550**	—	122
Proceeds from disposals of aircraft	**—**	—	901
Net cash flows used in investing activities	**(88,814)**	(472,520)	(462,044)
Financing activities			
Transaction costs related to the CEBUR and other financing	**(1,135)**	(1,691)	(2,547)
Proceeds from exercised stock options	**—**	—	11
Proceeds from sale of treasury shares	**—**	—	1,018
Derivative financial instruments	**—**	(124)	(1,493)
Treasury shares purchase	**(4,699)**	(5,065)	(4,021)
Interest paid	**(71,142)**	(58,448)	(37,179)
Payments of lease liabilities (Note 14)	**(631,019)**	(583,395)	(529,074)
Payments of financial debt	**(259,657)**	(208,087)	(97,909)
Proceeds from financial debt	**148,802**	385,240	456,808
Net cash flows used in financing activities	**(818,850)**	(471,570)	(214,386)

(Decrease) increase in cash and cash equivalents		**(157,837)**		145,639	53,395
Net foreign exchange differences on cash balance		**3,740**		(11,812)	8,906
Cash and cash equivalents at beginning of year		**907,981**		774,154	711,853
Cash and cash equivalents at end of year	**US$**	**753,884**	US$	907,981	US$ 774,154

The accompanying notes are an integral part of these consolidated financial statements.

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN,
S.A.B. DE C.V. AND SUBSIDIARIES
(d.b.a. VOLARIS)

Notes to Consolidated Financial Statements

For the years ended December 31, 2025 and 2024

(In thousands of U.S. dollars, except when indicated otherwise)

1. Description of the business and summary of material accounting policy information

Controladora Vuela Compañía de Aviación, S.A.B. de C.V. ("Controladora") was incorporated in Mexico in accordance with the laws of Mexico on October 27 2005. These consolidated financial statements comprise the Controladora and its subsidiaries (together referred to as the "Company").

Controladora is domiciled in Mexico City at Av. Antonio Dovali Jaime No. 70, 13th Floor, Tower B, Colonia Zedec Santa Fe, Mexico City, Mexico, 01210.

The Company, through its subsidiary Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("Concesionaria"), has a concession to provide air transportation services for passengers, cargo and mail throughout Mexico and abroad.

Concesionaria's concession was granted by the Mexican federal government through the Mexican Infrastructure, Communications and Transportation Ministry (*Secretaría de Infraestructura, Comunicaciones y Transportes*) on May 9, 2005 initially for a period of five years and was extended on February 17, 2010 for an additional period of ten years. On February 24, 2020, Concesionaria's concession was extended for a 20-year term starting on May 9, 2020.

Concesionaria made its first commercial flight as a low-cost airline on March 13, 2006. Concesionaria operates under the trade name of "Volaris". On June 11 2013, Controladora Vuela Compañía de Aviación, S.A.P.I. de C.V. changed its corporate name to Controladora Vuela Compañía de Aviación, S.A.B. de C.V.

On September 23, 2013, the Company completed its dual listing Initial Public Offering on the New York Stock Exchange ("NYSE") and on the Mexican Stock Exchange (Bolsa Mexicana de Valores, or "BMV"), and on September 18, 2013 its shares started trading under the ticker symbol "VLRS" and "VOLAR respectively.

On November 16, 2015, certain shareholders of the Company completed a secondary *follow-on* equity offering on the NYSE.

On December 11, 2020, the Company announced the closing of an upsized primary follow-on equity offering in which the Company offered 134,000,000 of its Ordinary Participation Certificates (Certificados de Participación Ordinarios), or CPOs, in the form of American Depositary Shares, or ADSs, at a price to the public of US$11.25 per ADS in the United States and other countries outside of Mexico, pursuant to the Company's shelf registration statement filed with the Securities and Exchange Commission (the "SEC"). In connection with the offering, the underwriters exercised their option to purchase up to 20,100,000 additional CPOs in the form of ADSs. Each ADS represents 10 CPOs and each CPO represents a financial interest in one Series A share of common stock of the Company.

On November 9, 2016, the Company, through its subsidiary Vuela Aviación, S.A. ("Volaris Costa Rica"), obtained from the Costa Rica Civil Aviation Authority an Air Operator Certificate to provide air transportation services for passengers, cargo and mail, in scheduled and non-scheduled flights for an initial period of five years. On December 20, 2021, Volaris Costa Rica's Air Operator Certificate was renewed, modified and extended for an additional 15-year term. Volaris Costa Rica started operations on December 1, 2016.

On August 23, 2021, the Company through its subsidiary Vuela El Salvador, S.A. de C.V. ("Volaris El Salvador") obtained from the Salvadoran Civil Aviation Authority an Operation Permit for scheduled and non-scheduled international public air transportation services for passengers, cargo and mail valid until May 30 2024. On May 28, 2024, Volaris El Salvador's Operation Permit was renewed, modified and extended for an additional five-year term. Volaris El Salvador started operations on September 15, 2021.

On October 13, 2021, Concesionaria completed the issuance of fifteen million (15,000,000) of asset backed trust notes (Certificados Bursátiles Fiduciarios) (the "Trust Notes") issued under the ticker VOLARCB 21L for an amount of Ps1.5 billion Mexican pesos (US$72.1 million, based on an exchange rate of Ps.20.80 to US$1 on October 13, 2021), issued by CIBanco, S.A., Institución de Banca Múltiple (now, Banco Multiva, S.A., Institución de Banca Múltiple, Grupo financie "Multiva") acting as Trustee of the Irrevocable Trust number CIB/3249 created by Concesionaria, in the second offering under the program authorized by the Mexican National Banking and Securities Commission for an amount of up to Ps3.0 billion (three billion pesos 00/100 national currency) (US$144.2 million, based on an exchange rate of Ps.20.80 to US$1 on October 13, 2021). The Trust Notes comply with the Sustainability-Linked Bond Principles 2020, administered by th International Capital Market Association (ICMA) and has Sustainability Objectives (SPT) for the Key Performance Indicator (KPI), to reduce carbon dioxi emissions from Volaris' operations, measured as grams of CO_2 emissions per revenue passenger/kilometer (gCO_2 / RPK) by 21.54%, 24.08% and 25.53% by 2022, 2023 and 2024, respectively, compared to 2015. This offering continues to incentivize the Company to accomplish its long-term sustainable goals, among which are to reduce CO_2 emissions by 35.42% gCO_2 / RPK by 2030 vs 2015. The Trust Notes have a maturity of five years and will pay an interest rate of TIIE 28 plus 200 basis points.

On September 28, 2023, "Concesionaria" completed the offering of 15,000,000 (fifteen million) asset backed trust notes (Certificados Bursátiles Fiduciarios) (the "Trust Notes") in Mexico under the ticker VOLARCB 23 for an amount of Ps1.5 billion Mexican pesos (US$85.8 million, based on an exchange rate of Ps.17.47 to US$1 on September 28, 2023) by CIBanco, S.A., Institución de Banca Múltiple (now "Multiva"), acting as Trustee of the Irrevocable Trust number CIB/32 created by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., in the third offering under the program authorized and enlarged by the Mexican National Banking and Securities Commission for an amount of up to Ps5.0 billion Mexican pesos (US$286.2 million, based on an exchange rate of Ps.17.47 to US$1 on September 28, 2023). The Trust Notes will be backed by future collection rights under agreements entered into with credit card processors regarding flows derived from the sale of airline tickets and other related services through VISA and Mastercard credit cards, through their internet portal, travel agencies call centers and sales offices. The Trust Notes have a maturity term of five years and will pay an interest rate of Tasa de Interes Interbancaria de Equilibrio ("TIIE")28 plus 215 basis points spread. The underwriters were Casa de Bolsa BBVA México, S.A. de C.V., Grupo Financiero BBVA México and Actinver Casa de Bolsa, S.A. de C.V., Grupo Financiero Actinver.

On November 22, 2023, all holders of the 57,513,873 outstanding Series B shares of the Company concluded the conversion of all Series B Shares into 57,513,873 Series A Shares represented by Ordinary Participation Certificates (*Certificados de Participación Ordinarios*) in the form of the corresponding American Depositary Shares.

The accompanying consolidated financial statements and notes were approved by the Company's Board of Directors on April 22, 2026, and by the shareholders of the Company at the Annual General Ordinary Shareholders' Meeting held on April 24, 2026. These consolidated financial statements were also approved for issuance in the Company´s annual report on Form 20-F by the Company´s Chief Executive Officer, Enrique J. Beltranena Mejicano, and Chief Financial Officer Jaime E. Pous Fernández, on April 27, 2026 and subsequent events were considered through that date.

Relevant events

On December 18, 2025 the Company and Grupo Viva Aerobus, S.A. de C.V. entered into a business combination agreement pursuant to which, subject to the terms and conditions of such agreement, Viva will be merged with and into the Company, with the Company continuing thereafter as the surviving entity (the "Combined Company"), in accordance with the Mexico General Corporations Law and the Mexican Securities Market Law. Under the terms of the business combination agreement, each issued and outstanding Viva share as of the effective time of the Merger shall be automatically cancelled and automatically converted into the right to receive the applicable per-share merger consideration, consisting of the applicable number of Combined Company Series A Shares (in the case of Mexican Qualified Holders) or Combined Company American Depositary Shares (in the case of other holders), as specified in the business combination agreement, plus any applicable cash consideration payable in lieu of fractional shares. Following the close of the Merger, the pre-Merger shareholders of Viva and the Company are expected to hold approximately 48% and 50% of the Combined Company's capital stock, respectively, with approximately 2% of the Combined Company's capital stock held in treasury to support the potential conversion of certain legacy convertible notes of Viva that will be assumed by the Combined Company in connection with the Merger.

This completion of the proposed transaction remains subject to certain closing conditions, including required regulatory approvals; therefore, as of December 31, 2025 and as of the issuance date of the Consolidated Financial Statements, no accounting impact has been recognized.

For more information, see "Part I, Item 3D. Risk Factors—Risks Related to the Proposed Transaction," "Part II, Item 4. Information on the Company—Proposed Transaction with Viva" and "Part II, Item 5. Operating and Financial Review and Prospects—Proposed Transaction with Viva".

a) Basis of preparation

Statement of compliance

These consolidated financial statements which comprise the financial statements of the Company as of December 31, 2025 and 2024 and for the years ended December 31, 2025, 2024 and 2023 were prepared in accordance with IFRS Accounting Standards ("IFRS" International Financial Reporting Standards) as issued by the *International Accounting Standards Board* ("IASB").

The presentation currency of the Company's consolidated financial statements is the U.S. dollar. All values in the consolidated financial statements are rounded to the nearest thousand (US$000), except when otherwise indicated.

The Company has consistently applied its accounting policies to all periods presented in these consolidated financial statements and provide comparative information in respect of the previous period.

Basis of measurement and presentation

The accompanying consolidated financial statements have been prepared under the historical-cost convention, except for derivative financial instruments that are measured at fair value.

The preparation of the consolidated financial statements in accordance with IFRS requires management to make estimates and assumptions that affect the amounts reported in the accompanying consolidated financial statements and notes. Actual results could differ from those estimates.

Presentation currency and definition of terms

The consolidated financial statements and the accompanying notes are presented in U.S. dollars, except when specific reference is made to a different currency. When reference is made to U.S. dollars or "$" it means dollars of the United States. All amounts in the consolidated financial statements and the accompanying notes are stated in thousands, except when references are made to earnings or loss per share and/or prices per share. When reference is made to "Ps" or "pesos",

it means Mexican pesos. When it is deemed relevant, certain amounts in foreign currency presented in the notes to the consolidated financial statements include between parentheses a convenience translation into dollars and/or into pesos, as applicable.

b) Basis of consolidation

The accompanying consolidated financial statements comprise the financial statements of the Company and its subsidiaries. As of December 31, 2025, and 2024 for accounting purposes the companies included in the consolidated financial statements are as follows.

Name	Principal Activities	Country	% Equity interest 2025	2024
Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V.	Air transportation services for passengers, cargo and mail throughout Mexico and abroad	Mexico	**100%**	100%
Vuela Aviación, S.A.	Air transportation services for passengers, cargo and mail in Costa Rica and abroad	Costa Rica	**100%**	100%
Vuela, S.A. ("Vuela") (1)	Air transportation services for passengers, cargo and mail in Guatemala and abroad	Guatemala	**100%**	100%
Vuela El Salvador, S.A. de C.V.	Air transportation services for passengers, cargo and mail in El Salvador and abroad	El Salvador	**100%**	100%
Comercializadora Volaris, S.A. de C.V. ("Comercializadora") (5)	Loyalty program	Mexico	**100%**	100%
Servicios Earhart, S.A. (1)	Rendering specialized services to its affiliates	Guatemala	**100%**	100%
Servicios Corporativos Volaris, S.A. de C.V. ("Servicios Corporativos")	Rendering specialized services to its affiliates	Mexico	**100%**	100%
Comercializadora V Frecuenta, S.A. de C.V. ("Comercializadora V Frecuenta") (1)	Loyalty Program	Mexico	**100%**	100%
Viajes Vuela, S.A. de C.V. ("Viajes Vuela")	Travel agency	Mexico	**100%**	100%
Guatemala Dispatch Service, S.A. ("GDS, S.A.")	Aeronautical Technical Services	Guatemala	**100%**	100%
Fideicomiso Irrevocable de Administración número F/745291 "Administrative Trust"	Share administration trust (Note 18)	Mexico	**100%**	100%
Fideicomiso de Administración número CIB/3081 "Administrative Trust"	Share administration trust (Note 18)	Mexico	**100%**	100%
Fideicomiso Irrevocable de Administración número CIB/3249 "Administrative Trust"	Asset backed securities trustor & administrator (Note 5)	Mexico	**100%**	100%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fideicomiso CIB/3853 (6)	Pre-delivery payments financing (Note 5)	Mexico	**100%**	100%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fideicomiso CIB/3855 (6)	Pre-delivery payments financing (Note 5)	Mexico	**100%**	100%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fideicomiso CIB/3866 (6)	Pre-delivery payments financing (Note 5)	Mexico	**100%**	100%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fideicomiso CIB/3867 (6)	Pre-delivery payments financing (Note 5)	Mexico	**100%**	100%
Banco Multiva, S.A., Institución de Banca Múltiple, Grupo Financiero Multiva, Fideicomiso CIB/3921 (6)	Pre-delivery payments financing (Note 5)	Mexico	**100%**	100%
Bank of Utah, Trust N503VL (2)	Aircraft administration trust	United States	—	100%
Bank of Utah, Trust N504VL (3)	Aircraft administration trust	United States	—	100%
Bank of Utah, Trust N508VL (4)	Aircraft administration trust	United States	**100%**	—
Bank of Utah, Trust N522VL (7)	Aircraft administration trust	United States	**100%**	—

(1) The Company has not started operations.
(2) The trust was terminated on March 14, 2025.
(3) The trust was terminated on April 8, 2025.
(4) The trust was established effective January 27, 2025.
(5) On July 16, 2025, the Company launched its new loyalty program, "Altitude," operated through Comercializadora.
(6) Effective September 2, 2025, Banco Multiva S.A. Institución de Banca Múltiple, Grupo Financiero Multiva assumed all the rights and obligations of CIBanco, S.A., Institución de Banca Múltiple.
(7) The trust was established effective October 1, 2025.

Consolidation by control

Name	Principal Activities	Country
North Star Financing Limited (1)	Private company limited by shares	Ireland
North Star Thrust DAC (2)	Designated activity company	Ireland

(1) As of December 31, 2025, the Company does not hold any equity interest in North Star Financing Limited. However, management has concluded that the Company exercises control over the entity in accordance with IFRS 10 - Consolidated Financial Statements. North Star Financing Limited is a private limited liability company that was incorporated on December 19, 2024.

(2) As of December 31, 2025, the Company does not hold any equity interest in North Star Thrust DAC. However, management has concluded that the Company exercises control over the entity in accordance with IFRS 10 - Consolidated Financial Statements. North Star Thrust DAC is a designated activity company, incorporated on August 29, 2025.

The financial statements of the subsidiaries are prepared for the same reporting period as the parent Company, using consistent accounting policies.

Control is achieved when the Company is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Company controls an investee if, and only if, the Company has:

(i) Power over the investee (i.e., existing rights that give it the current ability to direct the relevant activities of the investee).

(ii) Exposure, or rights, to variable returns from its involvement with the investee.

(iii) The ability to use its power over the investee to affect its returns.

When the Company has less than a majority of the voting or similar rights of an investee, the Company considers all relevant facts and circumstances in assessing whether it has power over an investee, including:

(i) The contractual arrangement with the other vote holders of the investee

(ii) Rights arising from other contractual arrangements, and

(iii) The Company's voting rights and potential voting rights.

The Company re-assesses whether it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control. Consolidation of a subsidiary begins when the Company obtains control over the subsidiary and ceases when the Company loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in the consolidated financial statements from the date the Company gains control until the date the Company ceases to control the subsidiary.

All intercompany balances, transactions, unrealized gains and losses resulting from intercompany transactions are eliminated completely on consolidation in the consolidated financial statements.

On consolidation, the assets and liabilities of foreign operations are translated into U.S. dollar at the exchange rates prevailing at the reporting date and their statements of profit or loss are translated at the average exchange rates prevailing at the time. The exchange differences arising on translation for consolidation are recognized in other comprehensive income ("OCI"). On disposal of a foreign operation, the component of OCI relating to that particular foreign operation is recognized in profit or loss.

c) Revenue recognition

Passenger revenues

Revenues from the air transportation of passengers are recognized when the service is provided or when the non-refundable ticket expires on the date of the scheduled travel.

Ticket sales for future flights are initially recognized as contract liabilities under the caption "unearned transportation revenue" and once the transportation service is provided by the Company or when the non-refundable ticket expires on the date of the scheduled travel, the earned revenue is recognized as passenger ticket revenues and the unearned transportation revenue is reduced by the same amount. All the Company's tickets are non-refundable; however, certain tickets may be changed upon payment of a fee.

The most significant passenger revenue includes revenues generated from: (i) fare revenue and (ii) other passenger revenues. Other passenger services include but are not limited to fees charged for excess baggage, bookings through the call center or third-party agencies, advanced seat selection, itinerary changes, priority services (Premium Plus) and charters. They are recognized as revenue when the obligation of passenger transportation service is provided by the Company or when the non-refundable ticket expires on the date of the scheduled travel.

The Company also classifies as other passenger revenue "v.club" membership and other similar services, which are recognized as revenue over time when the service is provided.

The Company sells certain connecting flight tickets with one or more segments operated by other airline partners. For segments operated by one of our airline partners, the Company has determined that it is acting as an agent on behalf of such airline partners as it is responsible for a portion of the contract (i.e., transportation of the passenger). When the Company acts as the agent, the Company recognizes revenue within other passenger revenues at the time of travel, for the net amount retained by the Company for any segments flown by the other airline.

Non-passenger revenues

The most significant non-passenger revenues include: (i) revenues from other non-passenger services described below and (ii) cargo services.

Revenues from other non-passenger services mainly include but are not limited to commissions charged to third parties for the sale of services. These as well as cargo services, are recognized as revenue at the time the service is provided.

The Company also evaluates, in each new transaction where applicable, the principal versus agent considerations concerning certain non-air travel service arrangements with third-party providers. When the Company determines that the underlying services are provided through third parties who are primarily responsible for providing the services, revenue for these specific non-air travel services is presented on a net basis (agent).

The Company is also required to collect certain taxes and fees from customers on behalf of government agencies and airports and remit these back to the applicable governmental entity or airport on a periodic basis. These taxes and fees include value added tax, federal transportation taxes, federal security charges, airport passenger facility charges, and foreign arrival and departure taxes. These items are collected from customers at the time they purchase their tickets but are

not included in passenger revenue. The Company records a liability when it receives payment from the customer and discharges the liability when payments are remitted to the applicable governmental entity or airport.

Code-share agreements

1) On January 16, 2018, the Company and Frontier Airlines entered into a code-share operations agreement, which started operations in September 2018.

Through this alliance with Frontier, the Company's customers gain access to additional cities in the U.S. beyond the destinations currently available, as the Company's customers are able to buy a ticket throughout any of Frontier's destinations; and Frontier customers can access to new destinations in Mexico through Volaris´ presence in Mexican airports.

Code-share tickets can be purchased directly from the Volaris' website. The airline that provides the transportation services recognizes the revenue when the service is provided to the customer.

2) On May 22, 2024, the Company and Iberia Líneas Aéreas de España, S.A., (Iberia Airlines) signed a codeshare agreement, which began operations September 2024.

3) On November 7, 2025, the Company and Hainan Airlines Holding Co., Ltd. (Hainan Airlines) signed a codeshare agreement, which began operations i December 2025.

4) On April 23, 2025, the Company and Compañía Panameña de Aviación, S.A., (COPA Airlines) signed a codeshare agreement, which began operations in November 2025.

Through these alliances, Iberia, Hainan, and COPA customers gain access to additional destinations operated by the Company. Their customers can purchase connecting tickets under the codeshare agreement through their respective websites for any of their routes and access Volaris' destination network within Mexico. The Company recognizes the revenue corresponding to the operated segment when the service is provided to the customer.

Other considerations analyzed as part of revenue from contracts with customers

All services provided by the Company including sales of tickets for future flights, other passenger related services and non-passenger services must be paid through a full cash settlement. The payment of the transaction price is equal to the cash settlement from the client at the sales time (using different payment options like credit or debit cards, paying through a third party or directly at the counter in cash). The Company applies minimal or no judgment to determine the timing of revenue recognition and the amount thereof. Even if mainly all the sales of services are initially recognized as contract liabilities, these transactions do not create a financing component.

The cost to obtain a contract is represented by the commissions paid to the travel agencies and the bank commissions charged by the financial institutions for processing electronic transactions. The Company does not incur any additional costs to obtain and fulfill a contract that is eligible for capitalization.

Trade receivables are mainly with financial institutions due to transactions with credit and debit cards, and therefore they are non-interest bearing and are mainly on terms of 24 to 48 hours. The Company has the right of collection at the beginning of the contract and there are no discounts, payment incentives, bonuses, or other variable considerations after the purchase that could modify the amount of the transaction price.

The Company's tickets are non-refundable. However, in the event that the Company cancels a flight due to causes attributable to the airline, the passengers are entitled to either move their flight at no additional cost, receive a refund or obtain a voucher. No revenue is recognized until either the voucher is redeemed, and the associated flight occurs, or the voucher expires. When vouchers issued exceed the amount of the original amount paid by the passenger, the excess is recorded as reduction of the operating revenues. All the Company´s revenues related to future services are rendered through an approximate period of 12 months.

Contract with FEMSA

On January 23, 2023, the Company, through its subsidiary Concesionaria, entered into an agreement with Lealtad Mercadotecnia y Conocimientos Agregados S.A.P.I. de C.V. (the "Supplier"), a subsidiary of Fomento Económico Mexicano, S.A.B. de C.V. (FEMSA). Under this agreement, Concesionaria became participating company in a coalition that integrated a Loyalty Program called "SpinPremia®", established and managed by the Supplier. This program offered exclusive benefits to its users, allowing them to accumulate and redeem reward points with OXXO and Volaris.

Under the "Spin Premia" agreement customers participating in this program were entitled to accumulate or redeem points when they purchased goods or used services with any of the companies that are part of the coalition.

The points accumulated for services provided by the Company were recorded as a reduction in revenues. The points redeemed for the Company's services were recorded as deferred revenue until the time when the service was provided, or the points expired. The value of points was determined according to contractual conditions between the Company and FEMSA.

On June 30, 2025, the Company, through its subsidiary Concesionaria, terminated its coalition agreement with Lealtad Mercadotecnia y Conocimientos Agregados S.A.P.I. de C.V.

d) Cash and cash equivalents

Cash and cash equivalents are represented by bank deposits, short-term deposits on demand and highly liquid investments with maturities close to three months from the original purchase date, established in the agreements. For the purposes of the consolidated statements of cash flows, cash and cash equivalents consist of cash and short-term investments as defined above.

Management performs an assessment of the cash transactions carried out by the Company, for available cash and investment activities. These transactions are classified based on the results of this assessment.

The Company has agreements with financial institutions' counterparties that process customer credit card transactions for the sale of air travel and other services. These credit card processing agreements do not have significant cash reserve requirements.

The Company establishes cash reserves as required by a debt agreement; however, these reserves remain available for withdraw.

e) Short-term investments

Short-term investments consist of fixed-term bank deposits with a maturity from the original purchase date, established in the negotiation and the days stipulated in the agreements.

f) Financial instruments initial recognition and subsequent measurement

A financial instrument is any contract that gives rise to a financial asset for one entity and a financial liability or equity instrument for another entity.

i) Financial assets

Initial recognition

Classification of financial assets and initial recognition

The Company determines the classification and measurement of financial assets, in accordance with the categories in IFRS 9 "Financial Instruments", which ar based on both: the characteristics of the contractual cash flows of these assets and the business model objective for holding them.

Financial assets include those carried at fair value through profit and losses ("FVTPL"), whose objective to hold them is for trading purposes (short-term investments), or at amortized cost, for accounts receivables held to collect the contractual cash flows, which are characterized by solely payments of principal and interest ("SPPI"). Derivative financial instruments are also considered financial assets when these represent contractual rights to receive cash or another financia asset. All the Company's financial assets are initially recognized at fair value, including derivative financial instruments.

Subsequent measurement

The subsequent measurement of financial assets depends on their initial classification, as is described below:

1. Financial assets at FVTPL which include financial assets held for trading.
2. Financial assets at amortized cost, whose characteristics meet the SPPI criteria and were originated to be held to collect principal and interest in accordanc with the Company's business model.
3. Financial assets at fair value through other comprehensive income ("OCI") with recycling of cumulative gains and losses.

Derecognition

Financial asset (or, where applicable, a part of a financial asset or part of a group of similar financial assets) is derecognized when:

a) The rights to receive cash flows from the asset have expired;

b) The Company has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash-flow in full without material delay to a third party under a 'pass-through' arrangement; and either (i) the Company has transferred substantially all the risks and rewards of the asset, or (ii) the Company has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset; or when the Company has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if and to what extent it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all the risks and rewards of the asset, nor transferred control of the asset, the asset is recognized to the extent of the Company's continuing involvement in the asset.

In that case, the Company also recognizes an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the Company has retained.

ii) Impairment of financial assets

The Company assesses at each reporting date, whether there is objective evidence that a financial asset or a group of financial assets is credit-impaired. A financial asset is credit-impaired when one or more events have occurred since the initial recognition of an asset (an incurred 'loss event'), that has an impact on the estimated future cash flows of the financial asset or the group of financial assets that can be reliably estimated.

Evidence that a financial asset is credit-impaired may include indications that the debtors or a group of debtors is experiencing significant financial difficulty, default or delinquency in receivable, the probability that they will enter bankruptcy or other financial reorganization and observable data indicating that there is a measurable decrease in the estimated cash flows, such as changes in arrears or economic conditions that correlate with defaults. Further disclosures related to impairment of financial assets are also provided in (Note 8).

For trade receivables, the Company applies a simplified approach in calculating Expected Credit Losses (ECLs). Therefore, the Company does not track change in credit risk but instead recognizes a loss allowance based on lifetime ECLs at each reporting date.

Based on this evaluation, allowances are taken into account for the expected losses of these receivables (Note 8).

iii) Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at FVTPL, including loans and borrowings, accounts payables to suppliers, unearned transportation revenue, other accounts payable and financial instruments.

All financial liabilities are recognized initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

Subsequent measurement

The measurement of financial liabilities depends on their classification as described below:

Financial liabilities at amortized cost

Accounts payable are subsequently measured at amortized cost and do not bear interest or result in gains and losses due to their short-term nature.

Loans and borrowings are the category most relevant to the Company. After initial recognition at fair value (consideration received), interest bearing loans and borrowings are subsequently measured at amortized cost using the Effective Interest Rate method (EIR). Gains and losses are recognized in profit or loss when the liabilities are derecognized as well as through the EIR amortization process.

Amortized cost is calculated by taking into account any discount or premium on issuance and fees or costs that are an integral part of the EIR. The EIR amortization is included as finance costs in the consolidated statements of operations. This amortized cost category generally applies to interest-bearing loans and borrowings (Note 5).

Financial liabilities at FVTPL

Financial liabilities at FVTPL include financial liabilities under the fair value option, which are classified
as held for trading, if they are acquired for the purpose of selling them in the near future. This category includes derivative financial instruments that are not designated as hedging instruments in hedge relationships as defined by IFRS 9 *"Financial Instruments"*.

Derecognition

A financial liability is derecognized when the obligation under the liability is discharged or cancelled or expires.

When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is
treated as the derecognition of the original liability and the recognition of a new liability.

The difference in the respective carrying amounts is recognized in the consolidated statements of operations.

Offsetting of financial instruments

Financial assets and financial liabilities are offset, and the net amount is reported in the consolidated statement of financial position if there is:

(i) A currently enforceable legal right to offset the recognized amounts, and
(ii) An intention to settle on a net basis, to realize the assets and settle the liabilities simultaneously.

g) Other accounts receivable

Other accounts receivable are due primarily from major credit card processors associated with the sales of tickets and are stated at cost less allowances made for credit losses, which approximates fair value given their short-term nature.

h) Inventories

Inventories consist primarily of flight equipment expendable parts, materials and supplies, and are initially recorded at acquisition cost. Inventories are carried at the lower of cost or at their net realization value, whichever is less. The cost is determined based on the method of specific identification and expensed when used in operations. The Company recognizes the necessary estimates for decreases in the value of its inventories due to impairment, obsolescence, slow movement and causes that indicate that the use or realization of the aircraft spare parts and flight equipment accessories that are part of the inventory will be less than recorded value. The cost of inventories is determined based on the specific identification method and is recorded as an expense as it is used in operations.

i) Intangible assets

Cost related to the purchase or development of computer software that is separable from an item of related hardware is capitalized separately measured at cost and amortized over the period in which it will generate benefits on a straight-line basis. The Company annually reviews the estimated useful lives and residual values of intangible assets. All changes resulting from this analysis are accounted for prospectively.

The Company records impairment charges on intangible assets used in operations when events and circumstances indicate that the assets or related cash generating unit may be impaired and the carrying amount of a long-lived asset or cash generating unit exceeds its recoverable amount, which is the higher of (i) its fair value less cost to sell and (ii) its value in use.

The value in use calculation is based on a discounted cash flow model, using our projections of operating results for the near future, typically extending no more than five years. The recoverable amount of long-lived assets is sensitive to the uncertainties inherent in the preparation of projections and the discount rate used in the calculation. For the years ended December 31, 2025, 2024, and 2023, the Company did not record any impairment loss in the value of its intangible assets.

Software

Acquired computer software licenses are capitalized on the basis of cost incurred to acquire, implement and bring the software into use. Costs associated with maintaining computer software programs are expensed as incurred. In case of development or improvement to systems that will generate probable future economic benefits, the Company capitalizes software development costs, including directly attributable expenditures on materials, labor, and other direct costs.

Acquired software cost is amortized on a straight-line basis over its useful life. Licenses and software rights acquired by the Company have finite useful lives and are amortized on a straight–line basis over the term of the contract. Amortization expense is recognized in the consolidated statements of operations.

j) Guarantee deposits

Guarantee deposits primarily include aircraft maintenance deposits paid to lessors, deposits for rent of flight equipment and other guarantee deposits. Aircraft and engine deposits are held by lessors in U.S. dollars and are presented as current assets and non-current assets, based on the recovery dates of each deposit established in the related agreements. (Note 11).

Deposits for flight equipment maintenance paid to lessors

Certain lease agreements of the Company require the obligation to pay maintenance deposits to aircraft lessors, in order to guarantee major maintenance work.

These lease agreements set forth that maintenance deposits are reimbursable to the Company upon completion of the maintenance event is concluded for an amount equal to the lesser of: (i) the maintenance deposit held by the lessor associated with the specific maintenance event or (ii) the qualifying costs related to the specific maintenance event.

Substantially all major maintenance deposits are generally calculated based on the use of leased aircraft and engines (flight hours or operating cycles).

Maintenance deposits that the Company expects to recover from lessors are presented as security deposits in the consolidated statement of financial position.

According to the terms of the corresponding lease agreement, in each contract it is evaluated whether major maintenance of the leased aircraft and engines is expected to be carried out. In the event that major maintenance is not expected to be performed on its own account, the deposit is recorded as a variable lease payment, since it represents part of the use of the leased goods and is determined based on time or flight cycles. For the years ended December 31, 2025, 2024 and 2023, the Company recognized supplemental lease payments of US$178,992, US$114,316 and US$83,528, respectively.

When modifications are made to lease agreements that result in an extension of the lease term, maintenance deposits previously recognized as variable lease payments may be reclassified as recoverable deposits and presented as recoverable assets at the modification date.

During the years ended December 31, 2025 and 2024, the Company added16 and 14 aircraft to its fleet, respectively (Note 14). During the year ended December 31, 2025, the Company extended the lease period of six aircraft. During the year ended December 31, 2024, the Company extended the lease period of10 aircraft and two engines.

Certain aircraft lease agreements do not require the obligation to pay maintenance deposits in advance to lessors to guarantee important maintenance activities; therefore, the Company does not record or make payments for guarantee deposits with respect to these aircraft. However, some of these lease agreements include the obligation to make maintenance adjustment payments to lessors at the end of the lease period. These maintenance adjustments cover maintenance events that are not expected to be performed before the termination of the lease; for such agreements, the Company accumulates a liability related to the amount of the costs that will be incurred at the end of the lease, since no maintenance deposits have been made (Note 16).

k) Aircraft and engine maintenance

The Company is required to conduct various levels of aircraft maintenance. Maintenance requirements depend on the type of aircraft, age and the route network over which it operates (utilization).

Fleet maintenance requirements may include preventive maintenance tasks based on manufacturers recommendations, for example, component checks, airframe and systems checks, periodic major maintenance and engine checks.

Aircraft maintenance and repair consists of routine and non-routine tasks, divided mainly into three general categories: (i) routine line maintenance, (ii) major maintenance and (iii) component checks.

(i) Routine line maintenance requirements consist of scheduled maintenance checks on the Company's aircraft, including pre-flight, daily, weekly checks, any diagnostics and routine repairs and any unscheduled maintenance is performed as required. These types of maintenance events are normally performed by in–house trained mechanics and are primarily completed at the main airports that the Company currently serves, supported by sub-contracted companies.

Other maintenance activities are sub-contracted to certified maintenance business partners, repair and overhaul organizations. Routine maintenance also includes scheduled tasks that can typically take from six to 15 days to accomplish and are required between every 24 or 36 months, such as 24-month checks and "*C checks*". All maintenance costs are expensed as incurred.

(ii) Major maintenance for the aircraft consists of a series of more complex tasks, including structural checks for the airframe.

Major maintenance is accounted for under the deferral method, whereby the cost of major maintenance, major overhaul and repair is capitalized leasehold improvements to flight equipment and amortized over the shorter of the period to the next major maintenance event or the remaining contractual lease term. The

next major maintenance event is estimated based on assumptions including estimated usage. The United States Federal Aviation Administration ("FAA") and the Mexican Federal Civil Aviation Agency (Agencia Federal de Aviación Civil- AFAC) maintenance intervals and average removal times as recommended by the aircraft and components manufacturers of our fleet.

These assumptions may change based on changes in the utilization of aircraft, changes in government regulations and recommended manufacturer maintenance intervals. In addition, these assumptions can be affected by unplanned events that could damage an airframe, engine, or major component to a level that would require a heavy maintenance event prior to a scheduled maintenance event. To the extent the planned usage increases, the estimated life would decrease before the next maintenance event, resulting in additional expense over a shorter period.

During the years ended December 31, 2025, 2024 and 2023, the Company capitalized major maintenance events as part of leasehold improvements to flight equipment for an amount of US$90,860, US$129,354 and US$139,830 respectively. For the years ended December 31, 2025, 2024 and 2023, the amortization of major maintenance leasehold improvement costs was US$157,391, US$150,625 and US$114,924, respectively. The amortization of deferred maintenance costs is recorded as part of depreciation and amortization in the consolidated statements of operations.

(iii) The Company has a power-by-the hour agreement for component services, which guarantees the availability of aircraft components for the Company's fleet when they are required. It also provides aircraft components that are included in the redelivery conditions of the contract (hard time) with a fixed price at the time of redelivery. The monthly maintenance cost associated with this agreement is recognized as incurred in the consolidated statements of operations.

The Company has an engine flight hour agreement (repair agreement), that guarantees a cost for the engines shop visits, provides miscellaneous engines coverage, supports the cost of foreign objects damage events, ensures protection from annual escalations, and grants credit for certain scrapped components. The cost associated with the miscellaneous engines' coverage is recorded monthly as incurred in the consolidated statements of operations.

l) Rotable spare parts, furniture and equipment, net

Rotable spare parts, furniture and equipment, are recorded at cost and are depreciated over their estimated useful lives using the straight-line method. Depreciation is calculated based on the cost less the estimated residual value of the assets.

Aircraft spare engines have significant components with different useful lives; therefore, they are accounted for as separate items of spare engine parts (major components) (Note 12).

Pre-delivery payments refer to prepayments made to aircraft and engine manufacturers during the manufacturing stage of the aircraft. The borrowing costs related to the acquisition or construction of a qualifying asset are capitalized as part of the cost of that asset.

Depreciation rates are as follows:

	Annual depreciation rate
Flight equipment [1]	4.0-16.7%
Constructions and improvements	Remaining contractual lease term
Computer equipment	25%
Workshop tools	33.3%
Electric power equipment	10%
Communications equipment	10%
Workshop machinery and equipment	10%
Motorized transport equipment platform	25%
Service carts on board	20%
Office furniture and equipment	10%
Leasehold improvements to flight equipment	The shorter of: (i) remaining contractual lease term, or (ii) the next major maintenance event [2]

(1) Includes aircraft and engines

(2) The period is determined in accordance with usage.

The Company reviews annually the useful lives of these assets and any changes are accounted for prospectively.

The Company identified one Cash Generating Unit (CGU), which includes the long-lived assets and the entire fleet, including right-of-use assets and flight equipment. The Company assesses at each reporting date, whether there is objective evidence that long-lived assets and the entire fleet, including right-of-use assets and flight equipment are impaired in the CGU. The Company records impairment charges on rotable spare parts, furniture and equipment and right-of-use assets used in operations when events and circumstances indicate that the assets may be impaired or when the carrying amount of a long-lived asset or related cash generating unit exceeds its recoverable amount, which is the higher of (i) its fair value less cost to sell and (ii) its value in use.

The value in use calculation is based on a discounted cash flow model, using projections of operating results for the near future, typically extending no more than five years. The recoverable amount of long-lived assets is sensitive to the uncertainties inherent in the preparation of projections and the discount rate used in the calculation.

m) Foreign currency transactions and exchange differences

The Company's consolidated financial statements are presented in U.S. dollars, which is the functional currency of the parent company and its main subsidiaries. For each subsidiary, the Company determines the functional currency and items included in the financial statements of each entity are measured using the currency of the primary economic environment in which each entity operates ("the functional currency").

The financial statements of foreign operations prepared under IFRS and denominated in their respective local currencies different from its functional currency are remeasured into their functional currency as follows:

- Transactions in foreign currencies are translated into the respective functional currencies at the exchange rates at the dates of the transactions.
- All monetary assets and liabilities are translated into the functional currency at the exchange rate at the consolidated statement of financial reporting date.
- All non-monetary items that are measured based on historical cost in a foreign currency are translated at the exchange rate at the date of the transaction.
- Equity accounts are translated at the prevailing exchange rate at the time the capital contributions were made, and the profits were generated.
- Revenues, costs and expenses are translated at the average exchange rate during the applicable period.

Any differences resulting from the remeasurement into the respective functional currency are recognized in the consolidated statements of operations.

Assets and liabilities from foreign operations are converted from the functional currency to the presentation currency at the exchange rate on the reporting date; revenues and expenses are translated at each month during the year at the monthly average exchange rate.

Foreign currency differences arising on translation into the presentation currency are recognized in OCI. Exchange differences on translation of foreign operations for the years ended December 31, 2025, 2024 and 2023 were US$3,543, US$(3,879) and US$749, respectively.

For the years ended December 31, 2025, 2024 and 2023, the most relevant exchange rates utilized in the conversions to US dollar, are as follows:

	2025				2024				2023			
Currency	**End of period exchange rate**		**Average exchange rate**		End of period exchange rate		Average exchange rate		End of period exchange rate		Average exchange rate	
Mexican Peso	**Ps.**	**17.9667**	**Ps.**	**19.2323**	Ps.	20.2683	Ps.	18.3000	Ps.	16.8935	Ps.	17.7665
Colon	**₡.**	**498.2600**	**₡.**	**505.9426**	₡.	512.2300	₡.	517.3692	₡.	524.7900	₡.	545.1760
Quetzal	**Q.**	**7.6650**	**Q.**	**7.6911**	Q.	7.71833	Q.	7.7695	Q.	7.8301	Q.	7.8428
Colombian Peso	**COP.**	**3,757.08**	**COP.**	**4,066.92**	COP.	4,409.15	COP.	4,071.03	COP.	3,822.05	COP.	4,327.66

n) Liabilities and provisions

Provisions are recognized when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, where appropriate, the risks specific to the liability. Where discounting is used, the increase in the provision due to the passage of time is recognized as a finance cost.

o) Employee benefits

i) Personnel vacations

The Company and its subsidiaries in Mexico and Central America recognize a reserve for the costs of paid absences, such as vacation time, based on the accrual method.

ii) Termination benefits

The Company recognizes a liability and expense for termination benefits at the earlier of the following dates:

a) When it can no longer withdraw the offer of those benefits; and

b) When it recognizes costs for a restructuring that is within the scope of IAS 37,*Provisions, Contingent Liabilities and Contingent Assets*, and involves the payment of termination benefits.

The Company is demonstrably committed to a termination when, and only when, it has a detailed formal plan for the termination and is without realistic possibility of withdrawal.

For the years ended December 31, 2025 and 2024, no termination benefits provision has been recognized.

iii) Seniority premiums

In accordance with Mexican Labor Law, the Company provides seniority premium benefits to the employees which rendered services to its Mexican subsidiaries under certain circumstances. These benefits consist of a one-time payment equivalent to 12 days' wages for each year of service (at the employee's most recent salary, but not to exceed twice the legal minimum wage), payable to all employees with 15 or more years of service, as well as to certain employees terminated involuntarily prior to the vesting of their seniority premium benefit.

Obligations relating to seniority premiums other than those arising from restructurings, are recognized based upon actuarial calculations and are determined using the projected unit credit method.

The latest actuarial computation was prepared as of December 31, 2025. Remeasurement of the net defined benefit liability arising from actuarial gains and losses are recognized in full in the period in which they occur in OCI. Such remeasurement gains and losses are not reclassified to profit or loss in subsequent periods.

The defined benefit asset or liability comprises the present value of the defined benefit obligation using a discount rate based on government bonds, less the fair value of plan assets out of which the obligations are to be settled.

For entities in Costa Rica, Guatemala and El Salvador there is no obligation to pay seniority premium; instead, these countries have Post-Employee Benefits.

iv) Incentives

The Company has a quarterly incentive plan for certain personnel whereby cash bonuses are awarded for meeting certain performance targets. These incentives are payable shortly after the end of each quarter and are accounted for as a short-term benefit under IAS 19,*Employee Benefits*. A provision is recognized based on the estimated amount of the incentive payment. During the years ended December 31, 2025, 2024 and 2023 the Company expensed US$4,021, US$4,249 and US$3,467, respectively, as quarterly incentive bonuses, recorded under the caption salaries and benefits.

The Company has a short-term benefit plan for certain key personnel whereby cash bonuses are awarded when certain Company's performance targets are met. These incentives are payable shortly after the end of each year and also are accounted for as a short-term benefit under IAS 19. A provision is recognized based on the estimated amount of the incentive payment (Note 7).

v) Long-term incentive plan ("LTIP") and long-term retention plan (LTRP)

The Company has adopted a Long-term incentive plan ("LTIP"). This plan consists of a share purchase plan (equity-settled) and a share appreciation right "SARs" plan (cash settled), and therefore accounted under IFRS 2 "Share based payment".

The Company measures the cost of its equity-settled transactions at fair value at the date the equity benefits are conditionally granted to employees. The cost of equity-settled transactions is recognized in the consolidated statements of operations, together with a corresponding increase in treasury shares, over the period in which the performance and/or service conditions are fulfilled.

During 2025, 2024 and 2023, the Company approved and renewed the long-term retention plan ("LTRP"), which consisted in a purchase plan (equity-settled). This plan does not include cash compensations granted through appreciation rights on the Company's shares. The retention plans granted in previous periods will continue in full force and effect until their respective due dates and the cash compensation derived from them will be settled according to the conditions established in each plan.

a) Share-based payments

LTIP

- Share purchase plan (equity-settled)

Certain key executives of the Company receive additional benefits through a share purchase plan denominated in Restricted Stock Units ("RSUs"), which has been classified as an equity-settled share-based payment. The cost of the equity-settled share purchase plan is measured at the grant date, considering the terms and conditions on which the share options were granted. The equity-settled compensation cost is recognized in the consolidated statement of operations under the caption of salaries and benefits, over the required service period (Note 18).

b) SARs plan (cash settled)

The Company granted SARs to key executives, which entitle them to a cash payment after a service period.

The amount of cash payment is determined based on the increase in the share price of the Company between the grant date and the time of exercise. The liability for the SARs is measured, initially and at the end of each reporting period until settled, at the fair value of the SARs, considering the terms and conditions on which the SARs were granted. The compensation cost is recognized in the consolidated statement of operations under the caption of salaries and benefits, over the required service period (Note 18).

The cost of the SARs plan is measured initially at fair value at the grant date. This fair value is expensed over the period until the vesting date with recognition of a corresponding liability. Similar to the equity settled awards described above, the valuation of cash settled award also requires using similar inputs, as appropriate.

Management incentive plan ("MIP II")

- MIP II

On February 19, 2016, the Board of Directors of the Company authorized an extension to the MIP for certain key executives, this plan was named MIP II. In accordance with this plan, the Company granted SARs to key executives, which entitle them to a cash payment after a service period. The amount of the cash payment is determined based on the increase in the share price of the Company between the grant date and the time of exercise. The liability for the SARs is measured initially and at the end of each reporting period until settled at the fair value of the SARs, taking into account the terms and conditions on which the SARs were granted. The compensation cost is recognized in the consolidated statement of operations under the caption of salaries and benefits, over the required service period (Note 18).

c) Board of Directors Incentive Plan (BoDIP)

Certain members of the Board of Directors of the Company receive additional benefits through a share-based plan, which has been classified as an equity-settled share-based payment and therefore accounted under IFRS 2 "Share based payment".

In April 2018, the Board of Directors of the Company authorized a Board of Directors Incentive Plan ("BoDIP") for the benefit of certain board members. T BoDIP grants options to acquire shares of the Company or CPOs during afive-year period, which was determined on the grant date. During the years ended in 2023 and 2025, purchase options were exercised. During the year ended in 2024, no purchase options were exercised. Under this plan, no service or performance conditions are required for board members to exercise the option to acquire shares; therefore, they have the right to request the delivery of those shares at the time they pay for them. During the years ended 2025, 2024, and 2023, the Board members did not exercise these purchase options.

In April 2023, the Company's Annual General Shareholders' Meeting modified the terms of the BoDIP so that starting in 2023 certain members of the Board c Directors receive additional benefits through a stock-based plan, which has been classified as an equity-settled (share-based payment). The cost of the equity- settled share purchase plan is measured at grant date, taking into account the terms and conditions on which it was granted. The equity-settled compensation cost is recognized in the consolidated statements of operations under the caption of salaries and benefits, over the required services period.

vi) Employee profit sharing

The Mexican Income Tax Law ("MITL") establishes that the base for computing current year employee profit sharing shall be the taxpayer's taxable income c the year for income tax purposes, including certain adjustments established in the Income Tax Law, at the rate of 10%. The Mexican Federal Labor Lav ("MFLL") establishes a limit for employee profit sharing payment, up to three months of the employee's current salary or the average employee profit sharing received by the employee in the previous three years.

For the years ended December 31, 2025, 2024 and 2023, the employee profit sharing recognized as operating expense in the consolidated statements of operations was US$905, US$18,623 and US$1,481, respectively. Subsidiaries in Central America do not have such employee profit-sharing obligations, as it is not required by local regulations.

p) Leases

The Company assesses at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identifiec asset for a period in exchange for consideration.

The Company applies a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. The Company recognizes lease liabilities for payments to be made under the lease term and the right-of-use assets representing the right to use the underlying assets.

i. Right-of-use assets

The Company recognizes right-of-use assets at the commencement date of the lease. Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognized, initial direct costs incurred, an estimate of costs to be incurred by the Company in dismantling and removing the underlying asset to the condition required by the terms and conditions of the lease, and lease payments made at or before the commencement date less any lease incentives received.

Components of the right-of-use assets are depreciated on a straight-line basis over the shorter of the remaining lease term and the estimated useful lives of the assets, as follows:

Aircraft	up to 18 years
Spare engines	up to 14 years
Buildings leases	up to 19 years
Maintenance components	up to eight years

During the years ended December 31, 2025, 2024 and 2023, there were no impairment charges recorded in relation to the right-of-use assets.

ii. Lease Liabilities

At the commencement date of the lease, the Company recognizes lease liabilities measured at the present value of lease payments to be made over the lease term. The lease payments include fixed payments less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees.

Variable lease payments that do not depend on an index or a rate are recognized as expenses in the period in which the event or condition that triggers the payment occurs.

In calculating the present value of lease payments, the Company uses its incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments or a change in the assessment of an option to purchase the underlying asset. When the lease liability is remeasured, a corresponding adjustment is made to the carrying amount of the right-of-use assets or is recorded in profit or loss if the Company purchased the underlying asset.

The short-term leases and leases of low value assets are recognized as expense on a straight-line basis over the lease term.

iii. Sale and leaseback

The Company enters into agreements whereby an aircraft or engine is sold to a lessor upon delivery and the lessor agrees to lease such aircraft or engine back tc the Company.

The Company measures the right-of-use asset arising from the leaseback at the proportion of the previous carrying amount of the asset that relates to the right of

use retained by the seller-lessee. Accordingly, the Company recognizes in the consolidated statements of operations only the amount of any gain or loss that relates to the rights transferred to the buyer-lessor. If the fair value of the consideration for the sale of an asset does not equal the fair value of the asset, or if the payments for the lease are not at market rates, then the Company adjusts the difference to measure the sale proceeds at fair value and accounts for any below-market terms as a prepayment of lease payments and any above market terms as additional financing provided by the buyer-lessor to the seller-lessee.

First, the sale and leaseback transactions are analyzed within the scope of IFRS 15 - Revenue from Contracts with Customers, in order to verify whether th performance obligation has been satisfied and, therefore, are accounted for the sale of the asset. If this requirement is not met, then the transaction constitutes a failed sale and leaseback and is accounted for as financing transaction. If the requirements related to the performance obligation established in IFRS 15 are met the Company measures an asset for right of use that arises from the sale transaction with subsequent lease in proportion to the book value of the asset related to the right-of-use assets retained by the Company. Consequently, only the gains or losses related to the rights transferred to the lessor-buyer are recognized.

During 2025 and 2024, the Company entered into seven and 15 engine arrangements, respectively, that were classified as failed sale and leaseback transactions due to the presence of a substantive option allowing the Company to repurchase the engines at the end of the lease term.

q) Return obligations

The aircraft and engine lease agreements of the Company require specific return conditions, which are described as follows:

a) Modifications to the underlying asset to meet the return conditions stipulated in the lease agreement, typically related to aircraft standardization and painting which can be reasonably estimated at the beginning of the lease agreement. These costs are initially recognized at present value as part of the right-of-use assets.

b) Aircraft components (airframe, APU and landing gears) and engines (overhaul and limited life parts) must be returned to lessors under specific conditions of maintenance. Return costs, which are not related to scheduled major maintenance, are estimated and recognized ratably as a provision from the time it becomes probable that such costs will be incurred and they can be reliably estimated. These return costs are recognized as a component of variable lease expenses and the provision is remeasured and presented as part of other liabilities, through the remaining lease term. The Company estimates the provision related to aircraft components and engines using certain assumptions, which include the projected usage of the aircraft and the expected costs of maintenance tasks to be performed. This provision is made in relation to the present value of the expected future costs of meeting the return conditions.

As a result of the aircraft and engine lease extension agreements entered into during the year ended December 31, 2025, the Company reassessed our return liabilities. The effects of this remeasurement were presented as part of the variable lease expenses for aircraft and engines in our consolidated statements of operations. For the years ended December 31, 2023, 2024, and 2025, the Company recorded net redelivery expenses of U.S.$103.8 million, U.S.$135.2 million, and U.S.$196.1 million, respectively.

r) Other taxes and fees payable

The Company is required to collect certain taxes and fees from customers on behalf of government agencies and airports and to remit these to the applicable governmental entity or airport on a periodic basis. These taxes and fees include federal transportation taxes, federal security charges, airport passenger facility charges, and foreign arrival and departure fees. These charges are collected from customers at the time they purchase their tickets but are not included in passenger revenue. The Company records liability upon collection from the customer and discharges the liability when payments are remitted to the applicable governmental entity or airport.

s) Income taxes

Current income tax

Current income tax assets and liabilities for the current period are measured at the amount expected to be recovered from or paid to the tax authorities. The tax rates and tax laws used to compute such amounts are those enacted or substantively enacted at the reporting date.

Current income tax relating to items recognized directly in equity is recognized in equity. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred income tax

Deferred income tax is recognized in respect of temporary differences between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes at the reporting date.

Deferred income tax liabilities are recognized for all taxable temporary differences, except in respect of taxable temporary differences associated with investments in subsidiaries when the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred income tax assets are recognized for all deductible temporary differences, the carry-forward of unused tax credits and any available tax losses. Deferred income tax assets are recognized to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry-forward of unused tax credits and available tax losses can be utilized, except, in respect of deductible temporary differences associated with investments in subsidiaries deferred tax assets are recognized only to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profits will be available against which the temporary differences can be utilized.

The Company considers the following criteria in assessing the probability that taxable profit will be available against which the unused tax losses or unused tax credits can be utilized: (a) whether the entity has sufficient taxable temporary differences relating to the same taxation authority and the same taxable entity, which

will result in taxable amounts against which the unused tax losses or unused tax credits can be utilized before they expire; (b) whether it is probable that the Company will have taxable profits before the unused tax losses or unused tax credits expire; (c) whether the unused tax losses result from identifiable causes which are unlikely to recur; and (d) whether tax planning opportunities are available to the Company that will create taxable profit in the period in which the unused tax losses or unused tax credits can be utilized.

The carrying amount of deferred income tax assets is reviewed at each reporting date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilized. Unrecognized deferred income tax assets are reassessed at each reporting date and are recognized to the extent that it has become probable that future taxable profits will allow the deferred tax asset to be recovered.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply in the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the reporting date.

Deferred income tax relating to items recognized outside profit or loss is recognized outside profit or loss. Deferred tax items are recognized in correlation to the underlying transaction in OCI.

Deferred income tax assets and deferred income tax liabilities are offset if a legally enforceable right exists to set off current tax assets against current tax liabilities and the deferred income taxes relate to the same taxable entity and the same taxation authority.

Income taxes are computed based on tax laws approved in Mexico, Costa Rica, Guatemala and El Salvador at the date of the consolidated statement of financia position.

The IFRIC Interpretation 23 *"Uncertainty over Income Tax Treatment"* addresses the accounting for income taxes when tax treatments involve uncertainty that affects the application of IAS 12 Income Taxes. It does not apply to taxes or levies outside the scope of IAS 12 "Income Taxes", nor does it specifically includ requirements relating to interest and penalties associated with uncertain tax treatments. The Interpretation specifically addresses the following:

- Whether an entity considers uncertain tax treatments separately.
- The assumptions an entity makes about the examination of tax treatments by taxation authorities.
- How an entity determines taxable profit (tax loss), tax bases, unused tax losses, unused tax credits and tax rates.
- How an entity considers changes in facts and circumstances.

The Company determines whether to consider each uncertain tax treatment separately or together with one or more other uncertain tax treatments and uses the approach that better predicts the resolution of the uncertainty.

The Company applies significant judgment in identifying uncertainties over income tax treatments. Since the Company operates in a complex multinationa environment, it continually assesses whether the interpretation has an impact on its consolidated financial statements.

The Company considers whether it has any uncertain tax positions, particularly those relating to transfer pricing. The Company's and the subsidiaries' tax filings in different jurisdictions include deductions related to transfer pricing and the taxation authorities may challenge those tax treatments. The Company determined, based on its tax compliance and transfer pricing studies, that it is probable that its tax treatments (including those for the subsidiaries) will be accepted by the taxation authorities.

As of December 31, 2025 and 2024 the IFRIC Interpretation 23 did not have an impact on the consolidated financial statements of the Company (Note 20).

t) Derivative financial instruments and hedge accounting

The Company mitigates certain financial risks, such as volatility in the price of jet fuel, adverse changes in interest rates and exchange rate fluctuations, through a risk management program that includes the use of derivative financial instruments.

In accordance with IFRS 9, derivative financial instruments are recognized in the consolidated statement of financial position at fair value. At inception of a hedge relationship, the Company formally designates and documents the hedge relationship to which it wishes to apply hedge accounting, as well as the risk management objective and strategy for undertaking the hedge. The documentation of the hedging records includes the hedging strategy and objective, identification of the hedging instrument, the hedged item or transaction, the nature of the risks being hedged and how the entity will assess the effectiveness of changes in the hedging instrument's fair value in offsetting the exposure to changes in the hedged item's fair value or cash flows attributable to the hedged risk(s).

Only if such hedges are expected to be effective in achieving offsetting changes in fair value or cash flows of the hedge item(s) and are assessed on an ongoing basis to determine that they have been effective throughout the financial reporting periods for which they were designated, hedge accounting treatment can be used.

Under the cash flow hedge (CFH) accounting model, the effective portion of the hedging instrument's changes in fair value is recognized in OCI, while the ineffective portion is recognized in current year earnings in the statement of operations. The cash flow hedge reserve is adjusted to the lower of the cumulative gain or loss on the hedging instrument and the cumulative change in fair value of the hedged item. The amounts recognized in OCI are transferred to earnings in the period in which the hedged transaction affects earnings. During the years ended December 31, 2025, 2024 and 2023, the Company did not recognize an ineffective portion with respect to derivative financial instruments.

The realized gain or loss of derivative financial instruments that qualify as CFH are recorded in the same caption of the hedged item in the consolidated statements of operations.

Accounting for the time value of options

The Company accounts for the time value of options in accordance with IFRS 9, which requires all derivative financial instruments to be initially recognized at fai value. Subsequent measurement for options purchased and designated as CFH requires that the option's changes in fair value be segregated into its intrinsic value (which will be considered the hedging instrument's effective portion in OCI) and its correspondent changes in extrinsic value (time value and volatility). The extrinsic value changes will be considered as a cost of hedging (recognized in OCI in a separate component of equity) and accounted for in earnings when the hedged items also are recognized in earnings.

u) Financial instruments – Disclosures

IFRS 7 *"Financial Instruments – Disclosures"* requires a three-level hierarchy for fair value measurement disclosures and requires entities to provide additional disclosures about the relative reliability of fair value measurements (Notes 4 and 5).

v) Treasury shares

The Company's equity instruments that are reacquired (treasury shares), are recognized at cost and deducted from equity. No gain or loss is recognized in profit or loss on the purchase, sale, issuance or cancellation of treasury shares. Any difference between the carrying amount and the consideration received, if reissued, is recognized in additional paid in capital. Share-based payment options exercised during the reporting period were settled with treasury shares (Note 18).

w) Operating segments

Management of Controladora monitors the Company as a single business unit that provides air transportation and related services; accordingly, it has only one operating segment.

The Company has two geographic areas identified as domestic (Mexico) and international (United States of America, Central America and South America) (Not 26).

x) Current versus non-current classification

The Company presents assets and liabilities in the consolidated statements of financial position based on current/non-current classification. An asset is current when it is: (i) expected to be realized or intended to be sold or consumed in normal operating cycle, (ii) expected to be realized within twelve months after the reporting period, or (iii) cash or cash equivalent unless restricted from being exchanged or used to settle a liability for at least twelve months after the reporting period. All other assets are classified as non-current.

A liability is current when: (i) it is expected to be settled in normal operating cycle, (ii) it is due to be settled within twelve months after the reporting period, or (iii) there is no unconditional right to defer the settlement of the liability for at least twelve months after the reporting period. The Company classifies all other liabilities as non-current. Deferred tax assets and liabilities are classified as non-current assets and liabilities.

y) Impact of new International Financial Reporting Standards

New and amended standards and interpretations already effective

The Company applied for the first-time certain standards and amendments, which are effective for annual periods beginning on or after January 1, 2025 and ther must be applied retrospectively. The Company has not early adopted any other standard interpretation or amendment that has been issued but is not yet effective.

The nature and the effect of these changes are disclosed below:

Lack of exchangeability- Amendments to IAS 21

In August 2023, the IASB issued amendments to IAS 21 *"The Effects of Changes in Foreign Exchange Rates"* to specify how an entity should assess whether a currency is exchangeable and how it should determine a spot exchange rate when exchangeability is lacking. The amendments also require disclosure of information that enables users of its financial statements to understand how the currency not being exchangeable into the other currency affects, or is expected to affect, the entity's financial performance, financial position and cash flows.

The amendments will be effective for annual reporting periods beginning on or after 1 January 2025. Early adoption is permitted but will need to be disclosed When applying the amendments, an entity cannot restate comparative information.

As of January 1, 2025 and December 31, 2025, these amendments did not have an impact on the consolidated financial statements of the Company since it only enters into transactions in foreign currencies that are exchangeable in the preparation of its consolidated financial statements. Consequently, the Company does not need to prepare any additional disclosures due to the adoption of these amendments.

Standards, amendments issued but not yet effective

Amendments to the Classification and Measurement of Financial Instruments – Amendments to IFRS 9 and IFRS 7

On May 30, 2024, the IASB issued targeted amendments to IFRS 9 "Financial Instruments" and IFRS 7 "Financial Instruments: Disclosures" to respond to rec questions arising in practice, and to include new requirements not only for financial institutions but also for corporate entities. These amendments:

a) clarify the date of recognition and derecognition of some financial assets and liabilities, with a new exception for some financial liabilities settled through an electronic cash transfer system;
b) clarify and add further guidance for assessing whether a financial asset meets the solely payments of principal and interest (SPPI) criteria;
c) add new disclosures for certain instruments with contractual terms that can change cash flows (such as some financial instruments with features linked to

the achievement of environment, social and governance targets); and
d) update the disclosures for equity instruments designated at fair value through other comprehensive income (FVOCI).

The amendments in (b) are most relevant to financial institutions, but the amendments in (a), (c) and (d) are relevant to all entities.

The amendments to IFRS 9 and IFRS 7 will be effective for annual reporting periods beginning on or after 1 January 2026, with early application permitted subject.

The Company is currently assessing the amendments which expects will not have impact in the consolidated financial statements.

Amendments to IFRS 7 and IFRS 9 – Nature-Dependent Electricity Contracts

IFRS 7 and IFRS 9 have been amended to introduce disclosure requirements related to nature-dependent electricity supply contracts that meet specifi characteristics.

The amendments are effective for annual periods beginning on or after 1 January 2026, with early application permitted.

The amendment related to the own-use exemption must be applied retrospectively in accordance with IAS 8, using the facts and circumstances existing at the date of initial application. In contrast, the amendments to hedge accounting requirements must be applied prospectively to new hedging relationships designated from that date onwards.

The Company is currently assessing the amendments and expects that they will not have an impact in the consolidated financial statements.

IFRS 18 Presentation and Disclosure in Financial Statements

In April 2024, the IASB issued IFRS 18, which replaces IAS 1 Presentation of Financial Statements. IFRS 18 introduces new requirements for presentation wit the statement of profit or loss, including specified totals and subtotals. Furthermore, entities are required to classify all income and expenses within the statement of profit or loss into one of five categories: operating, investing, financing, income taxes and discontinued operations, of which the first three are new.

It also requires disclosure of newly defined management-defined performance measures, subtotals of income and expenses, and includes new requirements for aggregation and disaggregation of financial information based on the identified ‘roles’ of the primary financial statements (PFS) and the notes.

In addition, narrow-scope amendments have been made to IAS 7 "Statement of Cash Flows”, which include changing the starting point for determining cash flow from operations under the indirect method, from ‘profit or loss’ to ‘operating profit or loss’ and removing the optionality around classification of cash flows from dividends and interest. In addition, there are consequential amendments to several other standards.

IFRS 18, and the amendments to the other standards, is effective for reporting periods beginning on or after 1 January 2027, but earlier application is permitted and must be disclosed. IFRS 18 will apply retrospectively.

The Company reports publicly various non-IFRS financial measures to its investors that may meet the definition of a management-defined performance measur (MPM) under IFRS 18. MPMs under IFRS 18 require specific disclosures within a single note to the financial statements. The Company is currently assessi measures that are currently being reported to determine whether they qualify to meet the definition of a MPM in accordance with IFRS 18.

IFRS 19 Subsidiaries without Public Accountability: Disclosures

In May 2024, the IASB issued IFRS 19, which allows eligible entities to elect to apply its reduced disclosure requirements while still applying the recognitio measurement and presentation requirements in other IFRS accounting standards. To be eligible, at the end of the reporting period, an entity must be a subsidiary as defined in IFRS 10, cannot have public accountability and must have a parent (ultimate or intermediate) that prepares consolidated financial statements, available for public use, which comply with IFRS accounting standards.

IFRS 19 will become effective for reporting periods beginning on or after 1 January 2027, with early application permitted.

The Company is currently assessing the adoption of this new standard which it expects will not have an impact on the consolidated financial statements.

Annual Improvements to IFRS Standards – Volume 11 – Amendments to IFRS 1 First-time Adoption of International Financial Reporting Standard IFRS 7 Financial Instruments: Disclosures and its Implementation Guidance, IFRS 9 Financial Instruments, IFRS 10 Consolidated Financ Statements, and IAS 7 Statement of Cash Flows

These amendments affect the following standards: IFRS 1 First-time Adoption of International Financial Reporting Standards, IFRS 7 Financial Instrumer Disclosures (including its Implementation Guidance), IFRS 9 Financial Instruments, IFRS 10 Consolidated Financial Statements, and IAS 7 Statement of C Flows.

The modifications aim to improve clarity, consistency, and applicability of the standards without introducing significant changes to the underlying accounting principles.

The Company is currently assessing the improvements and expects that they will not have an impact in the consolidated financial statements.

2. Use of judgments, estimates and assumptions

The preparation of these consolidated financial statements requires management to make estimates, assumptions and judgments that affect the reported amount of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities at the date of the Company's consolidated financial statements. The note 1 to the Company's consolidated financial statements provides a detailed discussion of the material accounting policies. Certain of the Company's accounting policies reflect significant judgments, assumptions or estimates about matters that are both inherently uncertain and material to the Company's financial position or results of operations (Note 1).

Actual results could differ from these estimates. Revisions to accounting estimates are recognized in the period in which the estimate is revised. Revisions to estimates are recognized prospectively. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below.

For leases significant accounting judgments, estimates and assumptions refer to (Note 1q).

i) Return obligations

The aircraft lease agreements of the Company also require that the aircraft and engines be returned to lessors under specific conditions of maintenance. The costs of return, which in no case are related to scheduled major maintenance, are estimated and recognized ratably as a provision from the time it becomes likely such costs will be incurred and can be estimated reliably. These return costs are recognized as a component of variable lease expenses and the provision is included as part of other liabilities, through the remaining lease term.

The Company estimates the provision for aircraft, engines overhauls, and limited – life parts based on assumptions such as aircraft usage and expected maintenance cost.

This provision is made in relation to the present value of the expected future costs of meeting the return conditions (Note 14 and 16).

ii) Deferred taxes

Deferred tax assets are recognized for all available tax losses to the extent that it is probable that taxable profit will be available against which the losses can be utilized. Management's judgment is required to determine the amount of deferred tax assets that can be recognized, based upon the likely timing and the level of future taxable profits together with future tax planning opportunities to advance taxable profit before expiration of available tax losses.

Tax losses relate to operations of the Company on a stand-alone basis, in conformity with current Tax Law and may be carried forward against taxable income generated in the succeeding years at each country and may not be used to offset taxable income elsewhere in the Company's consolidated group (Note 20).

iii) Fair value measurement of financial instruments

Where the fair value of financial assets and financial liabilities recorded in the consolidated statements of financial position cannot be derived from active markets, they are determined using valuation techniques including the discounted cash flows model. The inputs to these models are taken from observable markets where possible, but where this is not feasible, a degree of judgment is required in establishing fair values.

The judgments include considerations of inputs such as liquidity risk, credit risk and expected volatility. Changes in assumptions about these factors could affect the reported fair value of financial instruments (Note 4).

iv) Impairment of long-lived assets

At each reporting date, the Company assesses whether there are indicators of impairment of its long-lived assets and right-of-use assets. Impairment exists when the carrying amount of a long-lived asset or cash generating unit exceeds its recoverable amount, which is the higher of its fair value less cost to sell and its value-in-use.

In making these determinations, the Company uses certain assumptions, including, but not limited to, estimated undiscounted future cash flows expected to be generated by these assets. Such estimates are based on additional assumptions, including asset utilization and the length of time the assets are expected to be used in the Company's operations, excluding any anticipated additions and extensions.

The Company's assumptions about future conditions are important to its assessment of potential impairment of its long-lived assets, are subject to uncertainty, and the Company will continue to monitor these conditions in future periods as new information becomes available and will update its analyses accordingly.

For the year ended December 31, 2025, the Company performed an impairment test on its only Cash Generating Unit (CGU), comprising the long-lived assets and the entire aircraft fleet, including right-of-use assets and flight equipment. The recoverable amount of the CGU was determined using a discounted cash flow model based on projections covering a five-year period. The determination of the recoverable amount considered a post-tax discount rate of 10.25% (pre-tax of 14.29%) and a long-term growth rate of 2.17%. It was concluded that the carrying amount of the CGU did not exceed its recoverable amount, based on the applied methodologies and assumptions, and therefore, no impairment charges were recorded.

For the years ended December 31, 2025 and 2024, the Company evaluated through an analysis if there were signs of impairment in its long-lived assets and right-of-use assets, and according to the result it was concluded there were no signs of impairment.

v) Leases - Estimating the incremental borrowing rate

The Company cannot readily determine the interest rate implicit in its leases, therefore, it uses its incremental borrowing rate (IBR) to measure lease liabilities. The IBR is the rate of interest that the Company would have to pay to borrow over a similar term, and with a similar security, the funds necessary to obtain an asset of

a similar value to the right-of-use asset in a similar economic environment. The IBR therefore reflects what the Company would have to pay, which requires estimation when no observable rates are available (such as for subsidiaries that do not enter into financing transactions) or when they need to be adjusted to reflect the terms and conditions of the lease. The Company estimates the IBR using observable inputs (such as market interest rates) when available and is required to make certain entity-specific estimates (such as the subsidiary's stand-alone credit rating).

vi) Consolidation of North Star Financing Limited and North Star Thrust DAC

The Company does not hold any ownership interest in North Star Financing Limited and North Star Thrust DAC. However, the Company assessed whether it has control over these entities based on the three elements of control defined in accordance with IFRS 10 "Consolidated Financial Statements". Following this assessment, the Company determined that it is exposed to, or has rights to, variable returns from its involvement with these entities. Additionally, the Company has the current ability to direct the relevant activities of these entities that is, the activities that most significantly affect their returns through its existing decision-making power.

3. Financial instruments and risk management

Financial risk management

The Company is exposed to different financial risks stemming from exogenous variables which are not under its control but whose effects might be potentially adverse such as: (i) market risk, (ii) credit risk, and (iii) liquidity risk.

The Company's global risk management program focuses on financial market uncertainties and aims to minimize potential adverse impacts on net earnings and working capital requirements. The Company uses derivative financial instruments to hedge such risks. The Company does not enter into derivatives for trading or speculative purposes. The sources of these financial risks are included in both "on balance sheet" exposures, such as recognized financial assets and liabilities, as well as in "off-balance sheet" contractual agreements and on highly probable transactions.

These exposures, depending on their profiles, do represent cash flow variability, in terms of receiving less inflows or facing the need to comply with higher than expected outflows, which could increase the working capital requirements.

Since adverse movements erode the value of recognized financial assets and liabilities, as well some other off-balance sheet financial exposures, there is a need for value preservation, by transforming the profiles of these fair value exposures. The Company has a Finance and Risk Management department, which identifies and measures financial risk exposures, in order to design strategies to mitigate or transform the profile of certain risks, which are taken up to the corporate governance level for approval.

Market risk

a) Jet fuel price risk

Since the contractual agreements with jet fuel suppliers include reference to jet fuel index, the Company is exposed to fuel price risk which might have an impact on the forecasted consumption volumes. The Company's jet fuel risk management policy aims to provide the Company with protection against increases in jet fuel prices. In an effort to mitigate fuel price risk, the risk management policy allows the use of derivative financial instruments available on over the counter ("OTC") markets with approved counterparties and within approved limits. Aircraft jet fuel consumed in the years ended December 31, 2025, 2024 and 2023 represented 31%, 33% and 38% of the Company's operating expenses, respectively. For the years ended December 31, 2025, 2024 and 2023, the Aircraft jet fuel consumption recognized as operating expense in the consolidated statements of operations was US$885,520, US$893,987 and US$1,165,078, respectively.

During the year ended December 31, 2025, the Company contracted US Gulf Coast Jet Fuel 54 Asian call options, designated to hedge 2,986 thousand gallons, representing a portion of the projected fuel consumption for the second quarter of 2026.

During the six-month period ended December 31, 2024, the Company contracted US Gulf Coast Jet Fuel 54 Asian call options, designated to hedge 4,356 thousand gallons, representing a portion of the projected fuel consumption for the first quarter of 2025.

During the year ended December 31, 2023 the Company did not enter into derivative financial instruments to hedge jet fuel.

In accordance with IFRS 9, the Company separates the intrinsic value from the extrinsic value of an option contract; as such, the change in the intrinsic value can be designated as hedge accounting. Because extrinsic value (time and volatility values) of the options is related to a "transaction related hedged item", it is required to be segregated and accounted for as a cost of hedging in OCI and accrued as a separate component of stockholders' equity until the related hedged item matures and therefore impacts profit and loss.

The underlying asset (US Gulf Coast Jet Fuel 54) of the options held by the Company is a consumption asset (energy commodity), which is not in the Company's inventory. Instead, it is directly consumed by the Company's fleet at different airport terminals. Therefore, although a non-financial asset is involved, its initial recognition does not generate a book adjustment in the Company's inventories.

Rather, it is initially accounted for in the Company's OCI and a reclassification adjustment is made from OCI to profit and loss and recognized in the same period or periods in which the hedged item is expected to be allocated to profit and loss. Furthermore, when performing hedges, the Company hedges its forecasted jet fuel consumption month after month, which is consistent with the maturity date of the monthly serial Asian call options.

During the years ended December 31, 2025 and 2024, the Company recognized the intrinsic value of Asian call options for US$1,751 and US$1,317, respectively, which were recycled in the consolidated statement of income under fuel expenses.

As of December 31, 2025 and 2024, the fair value of the US Gulf Coast Jet Fuel 54 Asian call options was US$185 and US$431, respectively. For the years ended December 31, 2025 and 2024, the gain on the hedge arising from changes in the extrinsic value of the hedged jet fuel position given the out-of-the-money position was recognized in other comprehensive income as a gain (loss) in the amount of US$280 and US$(307), respectively.

Fuel Sensitivity

The sensitivity analysis provided below presents the impact of a change of U.S.$0.01 per gallon in fuel market spot price in the Company's financial performance. Considering these figures, an increase of U.S.$0.01 per gallon in the fuel prices during 2025, 2024 and 2023 would have impacted the Company's operating costs in US$3,400, US$3,227 and US$3,719, respectively.

	As of December 31,		
	2025	2024	2023
	Operating costs	Operating costs	Operating costs
		(In thousands of U.S. dollars)	
+ US$0.01 per gallon	**3,400**	3,227	3,719
- US$0.01 per gallon	**(3,400)**	(3,227)	(3,719)

The Company proactively aims to mitigate this impact through its risk management policy, through efficient hedging strategies focused on specific time periods. Our ability to pass on any significant increase in fuel costs through fare increases is limited by our ultra-low-cost business model and market high elasticity to price.

b) Foreign currency risk

The Company is exposed to transactional foreign currency risk due to potential mismatches between the currencies in which sales, expenses, receivables, and borrowings are denominated, and the respective functional currencies of the Company and its subsidiaries. The U.S. dollar is the functional currency for Controladora and its main subsidiaries. Transactions are primarily denominated in U.S. dollars and Mexican pesos, with minor transactions denominated in other currencies such as Quetzales, Colombian pesos, and Colones.

Foreign currency risk arises from possible unfavorable movements in the exchange rate which could have a negative impact in the Company's cash flows. To mitigate this risk, the Company may use foreign exchange derivative financial instruments.

The summary of quantitative data about the Company's exposure to currency risk as of December 31, 2025 is as set forth as shown in the next page.

		Mexican Pesos		**Others [1]**
		(In thousands of U.S. dollars)		
Assets:				
Cash and cash equivalents	**US$**	**83,055**	**US$**	**29,753**
Other accounts receivable, net		**55,672**		**879**
Guarantee deposits		**25,423**		**522**
Other assets		**5,719**		**48**
Total assets	**US$**	**169,869**	**US$**	**31,202**
Liabilities:				
Financial debt	**US$**	**106,230**	**US$**	—
Lease liabilities		**14,806**		**29**
Suppliers		**112,379**		**1,183**
Other liabilities		**258,690**		**2,887**
Total liabilities	**US$**	**492,105**	**US$**	**4,099**
Net foreign currency position	**US$**	**(322,236)**	**US$**	**27,103**

(1) The foreign exchange exposure mainly includes: Colones, Colombian pesos and Quetzales.

The summary of quantitative data about the Company's exposure to currency risk as of December 31, 2024 is as set forth below:

		Mexican Pesos		**Others [1]**
		(In thousands of U.S. dollars)		
Assets:				
Cash and cash equivalents	US$	69,156	US$	31,847
Other accounts receivable, net		45,381		676
Guarantee deposits		27,710		445
Derivative financial instruments		271		—
Other assets		5,169		—
Total assets	US$	147,687	US$	32,968
Liabilities:				
Financial debt	US$	118,590	US$	—
Lease liabilities		19,772		52
Suppliers		132,244		2,537
Other liabilities		253,822		2,206
Total liabilities	US$	524,428	US$	4,795

Net foreign currency position	US$	(376,741)	US$	28,173

(1) The foreign exchange exposure mainly includes: Colones, Colombian pesos and Quetzales.

At April 27, 2026, the exchange rate was 1 US per 17.3587 MXP.

In determining the spot exchange rate to use on initial recognition of the related asset, expense or income (or part of it) on the derecognition of a non-monetary asset or non-monetary liability relating to advance consideration, the date of the transaction is the date on which the Company initially recognizes the non-monetary asset or non-monetary liability arising from the advance consideration. If there are multiple payments or receipts in advance, the Company determines the transaction date for each payment or receipt of advance consideration.

As of December 31, 2025, 2024 and 2023 the Company did not enter into foreign exchange rate derivatives financial instruments.

Foreign currency sensitivity

The following table demonstrates the sensitivity of a reasonably possible change in Mexican peso exchange.
The rate to U.S dollar that would have occurred as of December 31, 2025 and 2024, with all other variables held constant. The movement in the pre-tax effec shown below represents the result of a change in the fair value of assets and liabilities denominated in Mexican peso. The Company's exposure to foreign currency exchange rates for all other currencies is not material.

	Change in MXN$ rate	**Effect on profit before tax (In thousands of U.S. dollars)**	
2025	**+5%**	**US$**	**(14,757)**
	-5%		**14,757**
2024	+5%	US$	(17,428)
	-5%		17,428

c) Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows will fluctuate as a result of changes in market interest rates. The Company's exposure to the risk of changes in market interest rates relates primarily to the Company's long-term debt obligations and flight equipment lease agreements with floating interest rates.

The Company's results are affected by fluctuations in certain benchmark market interest rates due to the impact that such changes may have on interest bearing contractual agreements indexed to the Secured Overnight Financing Rate ("SOFR") and the Interbank Equilibrium Interest Rate ("TIIE").

The Company uses derivative financial instruments to reduce its exposure to fluctuations in market interest rates and accounts for these instruments as an accounting hedge.

In most cases, when a derivative can be tailored within the terms and it perfectly matches cash flows of a leasing or financing agreement, it may be designated as a Cash Flow Hedge (CFH) and the effective portion of fair value variations are recorded in equity until the date the cash flow of the hedged lease payment i recognized in the consolidated statements of operations.

In July 2019 the Irrevocable Trust number CIB/3249, whose trustor is the Company, entered into a cap to mitigate the risk due to interest rate increases on th CEBUR (VOLARCB19) coupon payments. The floating rate coupons reference was TIIE 28 limited under the "cap" to10% on the reference rate for the life of the CEBUR (VOLARCB19) and had the same amortization schedule.

The cap started on July 19, 2019, and matured on June 20, 2024; composed of59 "caplets" with the same specifications as the CEBUR (VOLARCB19) coupo for reference rate determination, coupon term, and fair value.

In November 2021, the Trust entered into a cap to mitigate the risk due to interest rate increases on the CEBUR (VOLARCB21L) coupon payments. The float rate coupons reference to TIIE 28 are limited under the cap to10% on the reference rate for the life of the CEBUR (VOLARCB21L) and have the sar amortization schedule.

The cap started on November 3, 2021, and maturing on October 20, 2026; consisting of59 "caplets" with the same specifications as the CEBUR (VOLARCB21L) coupons for reference rate determination, coupon term, and fair value.

The following table shows the sensitivity analysis of the change that would have occurred in the fair value of the interest hedging instrument on the CEBUR (VOLARCB21L) in 2025 and 2024 as a result of a reasonably possible change in rates, keeping all other variables constant is as set forth below:

	Change in interest rate	**Effect on cap [1] (In thousands of U.S. dollars)**	
2025	**+0.50%**	**US$**	**—**
	-0.50%		**—**

2024	+0.50%	US$	100
	-0.50%		(70)

(1) The effect would affect OCI in relation to the interest rate caps.

In October 2023 the Trust entered into a cap to mitigate the risk due to interest rate increases on the CEBUR (VOLARCB23) coupon payments. The floating ra coupons reference to TIIE 28 are limited under the cap to 13% on the reference rate for the life of the CEBUR (VOLARCB23) and have the same amortizat schedule.

The cap started on October 20, 2023, and maturing on September 20, 2028; consisting of 59 "caplets" with the same specifications as the CEBUI (VOLARCB23) coupons for reference rate determination, coupon term, and fair value.

The following table shows the sensitivity analysis of the change that would have occurred in the fair value of the interest hedging instrument on the CEBUI (VOLARCB23) in 2025 and 2024 as a result of a reasonably possible change in rates, keeping all other variables constant is as set forth below.

	Change in interest rate	Effect on cap (1)	
		(In thousands of U.S. dollars)	
2025	**+0.50%**	**US$**	**6**
	-0.50%		**(3)**
2024	+0.50%	US$	149
	-0.50%		(125)

(1) The effect would affect OCI in relation to the interest rate caps.

As of December 31, 2025 and 2024, the Company's outstanding hedging contracts-structured as interest rate caps-had notional amounts of Ps.1.9 billion (US$106.6 million, based on an exchange rate of Ps.17.97 per US$1) and Ps2.4 billion (US$119.2 million, based on an exchange rate of Ps.20.27 per US$1), respectively. The fair values of these contracts were US$4 and US$271, respectively, and are presented as financial assets in the consolidated statements of financial position. As of December 31, 2025 and 2024, the Company recognized US$110 and US$30, respectively, in other comprehensive income in relation to the interest rate caps.

For the years ended December 31, 2025, 2024 and 2023, the amortization of the intrinsic value of the cap was US$699, US$896 and US$579 respectively, recycled to the consolidated statements of operations as part of the finance cost. During 2025, 2024 and 2023, there was no ineffective portion resulting from these hedging instruments.

In August 2024 the Company entered into T-Locks agreements (Treasury Rate Locks) to mitigate the risk associated with floating rates indexed to lease agreements. The floating rate referenced to US5Y (United States 5Y Treasury Note) was locked for a notional of US$24,900 maturing in August 2024.

For the years ended December 31, 2025, and 2024, the Company recognized a total of US$25 and US$(117), respectively, in other comprehensive income (loss) items and recycled to the income statement as part of the finance costs. For the year ended December 31, 2023 the Company had no impact in other comprehensive income (loss).

Debt Sensitivity Analysis

The following sensitivity analysis considers the position exposed to variable interest rates.

The Interbank Equilibrium Interest Rate (TIIE) of the Banco de Mexico 28-day rate decreased by 290 basis points from 10.25% in 2024 to 7.35% in 2025, and by 125 basis points from 11.50% in 2023 to 10.25% in 2024. The Secured three-month Overnight Financing Rate (SOFR) decreased by 66 basis points from 4.33% in 2024 to 3.65% in 2025, and by 102 basis points from 2023 to 2024, going from 5.35% in 2023 to 4.31% in 2024. One-month SOFR decreased by 46 basis points from 3.87% in 2024 to 3.87% in 2025 and by 102 basis points from 5.35% in 2023 to 4.33% in 2024.

In addition to the reference rate changes, if the interest rate had changed on an annual average in the magnitude shown, the impact on the interest expense in the consolidated statements of operations would have been as follows.

	Year ended December 31, 2025		Year ended December 31, 2024	
	+100 BP	- 100 BP	+ 100 BP	- 100 BP
	(In thousands of U.S. dollars)			
Asset backed trust notes ("CEBUR") (1)	**US$ 1,241**	**US$ (1,241)**	US$ 1,385	US$ (1,385)
Incline II B Shannon 18 Limited (PDP BBAM)	**100**	**(100)**	889	(889)
Banco Santander México, S.A. and Banco Nacional de Comercio Exterior, S.N.C. ("Santander-Bancomext")	**1,232**	**(1,232)**	783	(783)
GY Aviation Lease 1714 Co. Limited (PDP CDB)	**1,264**	**(1,264)**	651	(651)
JSA International U.S. Holdings, LLC (PDP JSA)	**133**	**(133)**	294	(294)
Oriental Leasing 6 Company Limited (PDP CMB)	**1,289**	**(1,289)**	834	(834)
Crédit Agricole Corporate and Investment Bank	**197**	**(197)**	—	—
Total	**US$ 5,456**	**US$ (5,456)**	US$ 4,836	US$ (4,836)

(1) Every Trust Note issuance of CEBUR VOLARCB19 and VOLARCB21L has a 10% CAP and for every Trust Note issuance of CEBUR VOLARCB23 has a 13% CAP, both on TIIE 28 to limit interest payments to increasing rates.

Fixed rate instruments

The Company account for some fixed-rate financial liabilities, therefore, a change in interest rates at the reporting date would not affect profit or loss.

d) Liquidity risk

Liquidity risk represents the risk that the Company has insufficient funds to meet its obligations. Because of the cyclical nature of the business, the operations, and its investment and financing needs related to the acquisition of new aircraft and renewal of its fleet, the Company requires liquid funds to meet its obligations.

The Company manages its cash, cash equivalents and its financial assets, relating the term of investments with those of its obligations. Its policy is that the average term of its investments may not exceed the average term of its obligations. This cash and cash equivalents position is invested in highly liquid short-term instruments through financial entities.

The Company has future obligations related to maturities of bank borrowings, lease liabilities and derivative contracts. The Company's exposure outside consolidated statements of financial position represents the future obligations related to aircraft purchase contracts. The Company concluded that it has a low concentration of risk since it has access to alternate sources of funding.

The Company has debts related to the Aircraft pre-delivery payments, which are settled with the reimbursement of the Aircraft pre-delivery payments when the sale and leaseback transaction is carried out (Note 25).

As of December 31, 2025, our cash and cash equivalents were US$753,884.

The table below presents the Company's contractual principal payments required on its financial liabilities.

	December 31, 2025					
	Within one year		More than a year		Total	
Interest-bearing borrowings:						
Pre-delivery payments facilities (Note 5)	**US$**	**176,949**	**US$**	**23,569**	**US$**	**200,518**
Asset backed trust note ("CEBUR") (Note 5)		**33,627**		**73,052**		**106,679**
Other financing agreements (Note 5)		**48,773**		**346,841**		**395,614**
Lease liabilities:						
Aircraft, engines, land and buildings leases		**693,477**		**3,984,656**		**4,678,133**
Aircraft and engine lease return obligation		**319,413**		**593,278**		**912,691**
Total	**US$**	**1,272,239**	**US$**	**5,021,396**	**US$**	**6,293,635**

	December 31, 2024					
	Within one year		More than a year		Total	
Interest-bearing borrowings:						
Pre-delivery payments facilities (Note 5)	US$	215,393	US$	145,589	US$	360,982
Asset backed trust note ("CEBUR") (Note 5)		24,669		94,565		119,234
Other financing agreements (Note 5)		30,918		288,978		319,896
Lease liabilities:						
Aircraft, engines, land and buildings leases		626,683		3,799,484		4,426,167
Aircraft and engine lease return obligation		81,426		892,931		974,357
Total	US$	979,089	US$	5,221,547	US$	6,200,636

e) Credit risk

Credit risk is the risk that any counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk from its operating activities (primarily from trade receivables) and from its financing activities, including deposits with banks and financial institutions, foreign exchange transactions and other financial instruments, including derivatives.

Financial instruments that expose the Company to credit risk involve mainly cash equivalents and accounts receivable. Credit risk on cash equivalents relates to amounts invested with financial institutions.

Credit risk on accounts receivable relates primarily to amounts receivable from the international credit card companies. The Company has a high receivable

turnover; hence management believes credit risk is minimal due to the nature of its businesses, which have a large portion of their sales settled in credit cards.

The credit risk on liquid funds and derivative financial instruments is limited because the counterparties have a high credit rating assigned by international credit-rating agencies.

Outstanding derivative financial instruments expose the Company to credit loss in the event of nonperformance by the counterparties to the agreements. However, the Company does not expect any of its counterparties to fail to meet their obligations. The amount of such credit exposure is generally the unrealized gain, if any, in such contracts.

To manage credit risk, the Company selects counterparties based on credit assessments, limits overall exposure to any single counterparty and monitors the market position with each counterparty. The Company does not purchase or hold derivative financial instruments for trading purposes.

As of December 31, 2025, the Company determined that its credit risk associated with outstanding derivative financial instruments is low, as it exclusively engages in such instruments with counterparties that have high credit ratings assigned by international credit-rating agencies.

f) Capital management

Management believes that the resources available to the Company are enough for its present requirements and will be sufficient to meet its anticipated requirements for capital expenditures and other cash requirements for the next fiscal year. The primary objective of the Company's capital management is to ensure that it maintains healthy capital ratios to support its business and maximize the shareholder's value. No changes were made in the objectives, policies or processes for managing capital during the years ended December 31, 2025 and 2024. The Company is not subject to any externally imposed capital requirement other than the legal reserve (Note 19).

As part of the management strategies related to acquisition of its aircraft (pre-delivery payments), the Company pays the associated short-term obligations by entering into sale-leaseback agreements, whereby an aircraft is sold to a lessor upon delivery (Note 5b).

4. Fair value measurements

The only financial assets and liabilities measured at fair value after initial recognition are the derivative financial instruments. Fair value is the price that would be received from sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

(i) In the principal market for the asset or liability, or
(ii) In the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or the most advantageous market must be accessible to the Company.

The fair value of an asset or a liability is assessed using the course of thought which market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

The assessment of a non-financial asset's fair value considers the market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data is available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the consolidated financial statements are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 – Quoted (unadjusted) prices in active markets for identical assets or liabilities.
- Level 2 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable.
- Level 3 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For assets and liabilities that are recognized in the consolidated financial statements on a recurring basis, the Company determines whether transfers have occurred between levels in the hierarchy by re-assessing categorization (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

Set out below is a comparison, by class, of the carrying amounts and fair values of the Company's financial instruments, other than those for which carrying amounts are reasonable approximations of fair values:

	Carrying amount		Fair value	
	December 31, 2025	December 31, 2024	**December 31, 2025**	December 31, 2024
Assets				
Derivative financial Instruments	**US$ 189**	US$ 702	**US$ 189**	US$ 702

Liabilities						
Financial debt (Interest-bearing loans and borrowings)	**(702,811)**	(800,112)	**(738,325)**	(846,456)		
Total	**US$ (702,622)**	US$ (799,410)	**US$ (738,136)**	US$ (845,754)		

The following table summarizes the fair value measurements by hierarchy as of December 31, 2025:

	Fair value measurement			
	Quoted prices in active markets Level 1	**Significant observable inputs Level 2**	**Significant unobservable inputs Level 3**	**Total**
Assets				
Derivatives financial instruments:				
Jet Fuel Asian Call Options [1]	**US$ —**	**US$ 185**	**US$ —**	**US$ 185**
Interest rate Caps	**—**	**4**	**—**	**4**
Liabilities				
Liabilities for which fair values are disclosed:				
Interest-bearing loans and borrowings [2]	**—**	**(738,325)**	**—**	**(738,325)**
Net	**US$ —**	**US$ (738,136)**	**US$ —**	**US$ (738,136)**

(1) Jet fuel forward levels.

(2) SOFR curve and TIIE Mexican interbank rate. Includes short-term and long-term debt.

There were no transfers between level 1 and level 2 during the period.

The following table summarizes the fair value measurements by hierarchy as of December 31, 2024:

	Fair value measurement			
	Quoted prices in active markets Level 1	**Significant observable inputs Level 2**	**Significant unobservable inputs Level 3**	**Total**
Assets				
Derivatives financial instruments:				
Jet Fuel Asian Call Options [1]	US$ —	US$ 431	US$ —	US$ 431
Interest rate Caps	—	271	—	271
Liabilities				
Liabilities for which fair values are disclosed:				
Interest-bearing loans and borrowings [2]	—	(846,456)	—	(846,456)
Net	US$ —	US$ (845,754)	US$ —	US$ (845,754)

(1) Jet Fuel forward levels

(2) SOFR curve and TIIE Mexican interbank rate. Includes short-term and long-term debt.

There were no transfers between level 1 and level 2 during the period.

The following table summarizes the effects from derivatives financial instruments recognized in the consolidated statements of operations for the years ended December 31, 2025, 2024 and 2023:

Instrument	**Financial statements caption**	**2025**	2024	2023
Jet fuel Asian call options contracts	Fuel expense	**US$ (1,751)**	US$ (1,317)	US$ —
Interest rate cap	Finance cost	**(699)**	(896)	(579)
T-Locks	Finance cost	**(25)**	—	—
Total		**US$ (2,475)**	US$ (2,213)	US$ (579)

The following table summarizes the net gain (loss) on CFH before taxes recognized in the consolidated statements of comprehensive income for the years ended December 31, 2025, 2024 and 2023:

Consolidated statements of other comprehensive income (loss)

Instrument	**Financial statements caption**	**2025**	2024	2023
Jet fuel Asian call options contracts	OCI	**US$ 280**	US$ (307)	US$ —
T-Locks	OCI	**25**	(117)	—
Interest rate cap	OCI	**110**	30	(1,175)
Total		**US$ 415**	US$ (394)	US$ (1,175)

5. Financial assets and liabilities

As of December 31, 2025 and 2024, the Company's financial assets measured at amortized cost are represented by cash, cash equivalents, short-term investments, trade and other accounts receivable, for which their carrying amount is a reasonable approximation of fair value.

a) Financial assets

	December 31, 2025		December 31, 2024	
Derivative financial instruments designated as cash flow hedges (effective portion recognized within OCI)				
Jet Fuel Asian Call Options	**US$**	**185**	US$	431
Interest rate cap		**4**		271
Total derivative financial assets	**US$**	**189**	US$	702
Presented on the consolidated statements of financial position as follows:				
Current	**US$**	**189**	US$	431
Non-current	**US$**	**—**	US$	271

b) Financial debt

(i) As of December 31, 2025 and 2024, the Company's short-term and long-term debt consists of the following:

		December 31, 2025		December 31, 2024	
I.	Revolving credit line with Banco Santander, S.A., ("Santander") and Banco Nacional de Comercio Exterior, S.N.C. ("Bancomext"), in U.S. dollars, to finance pre-delivery payments, bearing an annual interest rate of SOFR plus a spread of 298 basis points, plus 5 basis points[(1)]. In August 2024, the Company increased the facility amount to include additional aircraft, extending the maturity date to December 31, 2028, the interest rate from the additional aircraft excludes the sustainability adjustment.	**US$**	**145,490**	US$	109,976
II.	Pre-delivery payments financing with JSA International U.S. Holdings, LLC, with a maturity date on November 30, 2025, bearing an annual interest of SOFR plus a spread of 300 basis points, along with additional adjustment up to 26 basis points.		**—**		25,907
III.	Pre-delivery payments financing with GY Aviation Lease 1714 Co. Limited, with maturity date on November 30, 2025, bearing annual interest of SOFR plus a spread of 425 basis points, along with additional adjustment up to 26 basis points.		**—**		60,629
IV.	Pre-delivery payments financing with Incline II B Shannon 18 Limited, with maturity date on June 10, 2025, bearing annual interest of SOFR plus a spread of 390 basis points.		**—**		41,432
V.	Pre-delivery payments financing with Oriental Leasing 6 Company Limited, with maturity date on May 31, 2027, bearing an annual interest of SOFR plus a spread of 200 basis points, along with additional adjustment up to 26 basis points.		**55,028**		123,038
VI.	Asset-backed trust notes ("CEBUR"), in Mexican pesos, with a maturity date on October 20th, 2026, bearing an annual interest rate of TIIE plus 200 basis points, plus 25 basis points. [(1)]		**23,191**		45,227
VII.	Asset-backed trust notes ("CEBUR"), in Mexican pesos, with a maturity date on September 20th, 2028, bearing an annual interest rate of TIIE plus 215 basis points.		**83,488**		74,007
VIII.	Financing for the acquisition of engines with Tarquin Limited, with maturity on September 15, 19 and 26, 2028, bearing an annual interest of 6.20%.		**39,427**		41,812
IX.	Financing for the acquisition of engines with NBB-V11218 Lease Partnership, with maturity on September 9, 2028, bearing an annual interest of 6.20%.		**7,323**		8,095
X.	Financing for the acquisition of engines with NBB-V11951 Lease Partnership, with maturity on September 12, 2028, bearing an annual interest of 6.20%.		**6,761**		7,473
XI.	Financing for the acquisition of engines with Wilmington Trust SP Services (Dublin) Limited (not in its individual capacity but solely as Owner Trustee) for the acquisition of several engines, with maturity in September and October 2028, bearing an annual interest of 7.16%.		**55,360**		63,732
XII.	Financing for the acquisition of engines with NBB Pintail Co., LTD, with maturity date on November 27, 2028, bearing an annual interest of 6.99%.		**18,996**		19,795
XIII.	Financing for the acquisition of engines with Bank of Utah Corporate Trust, with maturity date in July, August, October and November 2029, bearing an annual interest of 6.20%.		**63,648**		71,624

		December 31, 2025	December 31, 2024
XIV.	Financing for the acquisition of engines with RRPF Engine Leasing Limited, with maturity date on November 14, 2032, bearing an annual interest of 6.80%.	**34,270**	36,473
XV.	Financing for the acquisition of engines with BOC Aviation (Ireland) Limited, with maturity date in October and November 2029, bearing an annual interest of 6.86%.	**63,192**	70,892
XVI.	Financing for the acquisition of aircraft with BOC Aviation (Ireland) Limited, with maturity in September 2028 and March 2029, bearing an annual interest of 6.52%.	**31,781**	—
XVII.	Financing for the acquisition of engines with Crédit Agricole Corporate and Investment Bank, with maturity date in September 2032, bearing an annual interest of SOFR plus 200 basis points.	**74,856**	—
XVIII.	Transaction costs to be amortized.	**(3,536)**	(3,590)
XIX.	Accrued interest and other financial cost.	**3,563**	13,456
		702,838	809,978
	Less: Short-term maturities	**261,721**	283,616
	Long-term Financial debt	**US$ 441,117**	US$ 526,362

TIIE: Mexican interbank rate

SOFR: Secured Overnight Financing Rate

(1) Sustainability adjustment

(ii) The following table provides a summary of the Company's scheduled remaining principal payments of financial debt and projected interest, at December 31, 2025:

	Within one year	January 2027-December 2027	January 2028-December 2028	January 2029-onwards	Total
Santander/Bancomext (1)	US$ 121,921	US$ 23,569	US$ —	US$ —	US$ 145,490
Oriental Leasing 6 Company Limited (5)	55,028	—	—	—	55,028
CEBUR Program (7)	33,627	41,744	31,308	—	106,679
Tarquin Limited (10)	2,536	2,698	34,193	—	39,427
Lease Partnership NBB-V11218 (11)	822	874	5,627	—	7,323
Lease Partnership NBB-V11951 (11)	758	806	5,197	—	6,761
Wilmington Trust SP Services (Dublin) Limited (12)	9,001	9,676	36,683	—	55,360
NBB Pintail Co. LTD (13)	857	919	17,220	—	18,996
Bank of Utah Corporate Trust (14)	8,484	9,025	9,600	36,539	63,648
RRPF Engine Leasing Limited (15)	2,356	2,521	2,697	26,696	34,270
BOC Aviation (Ireland) Limited (9) and (16)	17,857	19,098	19,474	38,544	94,973
Crédit Agricole Corporate and Investment Bank (17)	6,102	6,431	6,777	55,546	74,856
Financial debt	**259,349**	**117,361**	**168,776**	**157,325**	**702,811**
Accrued interest	**3,563**	**—**	**—**	**—**	**3,563**
Projected interest	**42,357**	**27,370**	**17,653**	**18,118**	**105,498**
Total	**US$ 305,269**	**US$ 144,731**	**US$ 186,429**	**US$ 175,443**	**US$ 811,872**

As of December 31, 2025 and 2024, the outstanding balance of the financial debt related to finance pre-delivery payments of aircraft amounts to US$200,518 and US$360,982, respectively, the Company covers this obligation through the sale and the collection made by the transaction denominated as sale and leaseback at the time of delivery, therefore, it does not represent a disbursement that directly impacts the Company´s working capital.

As of December 31, 2025, the Company had signed credit lines totaling US$2,045,634 of which US$1,447,634 were related to financial debt (US$273,079 were undrawn) and US$598,000 were related to letters of credit (US$241,598 were undrawn). As of December 31, 2025, the Company had available lines of credit of US$514,676. As of December 31, 2024, the Company had signed credit lines totaling US$1,873,384 of which US$1,315,384 were related to financial debt (US$308,592 were undrawn) and US$558,000, were related to letters of credit (of which US$229,272 were undrawn).

(1) On June 8, 2022, the Company entered into a pre-delivery payment financing with Santander/Bancomext at an annual interest rate of SOFR plus 298 basis points, for the acquisition of its aircraft through a revolving facility. For purposes of financing these pre-delivery payments, a Mexican trust was created whereby, the Company assigned its rights and obligations under the Airbus Purchase Agreement with Airbus S.A.S. ("Airbus"), including its obligation to make pre-delivery payments. The Company guaranteed the obligations of the Mexican trusts under the financing agreement (CIBanco, S.A. Institución de Banca Múltiple) (now "Multiva, Institución de Banca Múltiple, Grupo Financiero Multiva"), Trust 3853. A feature of this financing is that it will incur a additional five basis points if the sustainability goals are not met. On August 31, 2023, the interest rate increased by five basis points, with the possibility of mitigating the additional rate if the objectives are met in the upcoming years.

In August 2024, the Company signed an amendment to increase the facility amount and to include the predelivery payments for additional aircraft, with a new maturity date on December 31, 2028.

The "Santander/Bancomext" loan agreement provides for certain covenants, including limits to the ability to, among others:

i) Incur debt above a specified debt basket unless certain financial ratios are met.
ii) Create liens.
iii) Merge with or acquire any other entity without the previous authorization of the Banks.
iv) Dispose of certain assets.
v) Declare and pay dividends or make distributions on the Company's share capital.

As of December 31, 2025 and 2024, the Company complied with the covenants under the mentioned loan agreement.

(2) In April 2022, the Company entered into pre-delivery payment financing for the acquisition of aircraft with GY Aviation Lease 1714 Co. Limited Trust 3855. For this purpose, a Mexican trust was created with CIBanco, S.A., Institución de Banca Múltiple, now "Multiva", Trust 3855. This facility does n include financial covenants or restrictions.

The financing with GY Aviation Lease 1714 Co. Limited was fully amortized in November 2025.

(3) In April 2022, the Company entered into pre-delivery payment financing for the acquisition of aircraft with JSA International U.S. Holdings. For thi purpose, a Mexican trust was created with CIBanco, S.A., Institución de Banca Múltiple, now "Multiva", Trust 3866. This facility does not inclu financial covenants or restrictions.

The financing with JSA International U.S. Holdings, LLC was fully amortized in July 2025.

(4) In April 2022, the Company entered into pre-delivery payment financing for the acquisition of aircraft with Incline II B Shannon 18 Limited Trust 386 For this purpose, a Mexican trust was created with CIBanco, S.A., Institución de Banca Múltiple, now "Multiva", Trust 3867. This facility does not inclu financial covenants or restrictions.

The financing with Incline II B Shannon 18 Limited was fully amortized in June 2025.

(5) In July 2022, the Company entered into a pre-delivery payment financing with lessors for the acquisition of aircraft with Oriental Leasing 6 Compan Limited. For this purpose, a Mexican trust was created with CIBanco, S.A. Institución de Banca Múltiple, (now "Multiva, Institución de Banca Múltip Grupo Financiero Multiva"), Trust 3921. This facility does not include financial covenants or restrictions.

(6) On December 19, 2024, the Company entered into pre-delivery payments financing with Runway Eleven Lender LLC at an annual interest rate of SOFR plus 275 basis points, for the acquisition of its aircraft through a revolving facility. For purposes of financing these pre-delivery payments, an Irish SPV was created whereby, the Company assigned its rights and obligations under the Airbus Purchase Agreement with Airbus S.A.S. ("Airbus"), including its obligation to make pre-delivery payments.

The financing with "Runway Eleven Lender LLC" does not include financial covenants or financial obligations.

(7) On June 20, 2019, the Company, through its subsidiary Concesionaria issued15,000,000 asset backed trust notes ("CEBUR") under the ticket VOLARC 19 for Ps.1.5 billion Mexican pesos through the Trustee of the Irrevocable Trust number CIB/3249 created by Concesionaria. The issuance amount is pa of a program approved by the Mexican National Banking and Securities Commission (Comisión Nacional Bancaria y de Valores) for an amount of up t Ps.3.0 billion Mexican pesos.

The asset-backed trust notes under the ticker VOLARCB19 were fully amortized on June 20, 2024.

On October 13, 2021, the Company, through its subsidiary Concesionaria issued in the Mexico market a second issuance of15,000,000 asset-backed trust notes ("CEBUR") under the ticket VOLARCB21L for Ps.1.5 billion Mexican pesos (US$83.5 million, based on an exchange rate of Ps.17.97 to US$1 on December 31, 2025), through the Trustee of the Irrevocable Trust number CIB/3249 created by Concesionaria. The issuance amount is part of a prograr approved by the Mexican National Banking and Securities Commission (Comisión Nacional Bancaria y de Valores) for an amount of up to Ps3.0 billion Mexican pesos (US$167.0 million, based on an exchange rate of Ps.17.97 to US$1 on December 31, 2025). With this second issuance, the total amount approved for the program had been reached.

The Trust Notes comply with the Sustainability-Linked Bond Principles 2020, administered by the International Capital Market Association (ICMA). T Sustainability Objectives (SPT) for the KPI, are to reduce carbon dioxide emissions measured as grams of CO_2 emissions per revenu passenger/kilometer (gCO_2 / RPK) by21.54%, 24.08% and 25.53% by 2022, 2023, and 2024, respectively, compared to 2015. This offering will help the Company to accomplish its long-term sustainable goals, among which is to reduce CO_2 emissions by 35.42% in 2030.

A feature of the asset-backed trust notes is that they will pay an additional twenty-five (25) basis points to the interest rate if the sustainability goals are not met. On September 20, 2023, the interest rate increased by twenty-five (25) basis points, with the possibility of mitigating the additional rate if the targets are met for the next years.

The notes had a five-year maturity with annual amortization of Ps.83,333, Ps.500,000, Ps.500,000 and Ps.416,667 (US$4.6 million, US$27.8 million, US$27.8 million and US$23.2 million, respectively, based on an exchange rate of Ps.17.97 to US$1 as of December 31, 2025) in 2023, 2024, 2025 and 2026. The notes bear interest at a floating rate referenced to 28-day TIIE plus200 basis points, with an additional 25 basis point increase effective September 20th, 2023 . The notes started amortizing at the end of the second year.

On September 28, 2023, the Mexican National Banking and Securities Commission (Comisión Nacional Bancaria y de Valores) approved an increas

amount of the actual program of up to Ps.5.0 billion Mexican pesos (US$278.3 million, based on an exchange rate of Ps.17.97 to US$1 on December 31, 2025). With this authorization, the Company, through its subsidiary Concesionaria issued in the Mexico market a third issuance of 15,000,000 asset backed trust notes ("CEBUR") under the ticket VOLARCB23 for Ps.5 billion (US$83.5 million, based on an exchange rate of Ps.17.97 to US$1 on December 31, 2025) through the Fideicomiso Irrevocable de Administración número CIB/3249 created by Concesionaria.

The notes have a five-year maturity annual reduction of Ps.187,500, Ps.750,000 and Ps.562,500 (US$10.4 million, US$41.7 million and US$31.3 million, based on an exchange rate of Ps.17.97 to US$1 on December 31, 2025) in 2026, 2027 and 2028, respectively, with a floating one-month coupon rate referenced to TIIE 28 plus 215 basis points spread. The notes start amortizing at the end of the third year.

The asset backed trust notes structure operates on specific rules and includes a DSCR "Debt Service Coverage Ratio" which is computed by comparin the Mexican Peso collections over the previous six months to the next six months of debt service. In general, retention of funds does not exist if the ratio exceeds 2.5 times. Amortization on the asset backed trust notes began in July of 2021 for the first issuance, the second issuance began in November of 2023 and for the third issuance will begin in October 2026. In addition, early amortization applies if:

i) The Debt Coverage Ratio is less than 1.75x on any of the determination dates;
ii) An event of retention is not covered in a period of 90 consecutive days;
iii) The debt service reserve account of any series maintains on deposit an amount less than the required balance of the debt service reserve account for a period that includes two or more consecutive payment methods;
iv) Insolvency event of Concesionaria;
v) The update of a new insolvency event in relation to the Concesionaria;
vi) Updating a new event of default.

In the event of default, the Trustee will refrain from delivering any amounts otherwise payable to the Concesionaria and will instead apply such cash flows to amortize the principal of the trust notes ("CEBUR").

As of December 31, 2025, the Company was in compliance with the conditions of the asset-backed trusted notes.

(8) In December 2022, the Company signed a working capital facility with Banco Actinver S.A., Institución de Banca Múltiple ("Actinver") in Mexican pesc bearing annual interest rate at TIIE 28 days plus 250 basis points margins. The facility matured in December 2024.

The "Actinver" working capital facility did not include obligations or restrictions.

Other financing agreements

(9) In August 2025, the Company enter into financing agreements with BOC Aviation (Ireland) Limited for the acquisitions of aircraft. These agreement bear an annual interest rate of 6.52% and mature in 2029.

The Company entered into several agreements that qualified as failed sale and leaseback transactions. Consequently, these agreements were accounted for as financing transactions. The details of these agreements are presented as follows:

(10) In September 2023, the Company entered into financing agreements with Tarquin Limited for the acquisition of engines. The agreements bear an annua interest rate of 6.20% and mature in 2028.

(11) In September 2023, the Company also entered into additional financing agreements with NBB-V11218 Lease Partnership and with NBB-V11951 Lea Partnership for the acquisition of engines. These agreements bear an annual interest of 6.20% and mature in 2028.

(12) In September and October 2023, the Company entered into financing agreements with Wilmington Trust SP Services (Dublin) Limited (not in its individua capacity but solely as Owner Trustee) for the acquisition of engines. These agreements bear an annual interest rate of 7.16% and mature in 2028.

(13) In November 2023, the Company entered into financing agreements with NBB Pintail Co Ltd for the acquisition of engines. These agreements bear a annual interest rate of 6.99% and mature in 2028.

(14) In August, September, November and December 2024, the Company entered into financing agreements with Bank of Utah Corporate Trust for th acquisition of engines. These agreements bear an annual interest rate of 6.20% and mature in 2029.

(15) In November 2024, the Company entered into financing agreements with RRPF Engine Leasing Limited for the acquisition of engines. These agreemen bear an annual interest rate of 6.80% and mature in 2032.

(16) In October and November 2024, the Company entered into financing agreements with BOC Aviation (Ireland) Limited for the acquisition of engines These agreements bear an annual interest rate of 6.86% and mature in 2029.

(17) In September 2025, the Company entered into financing agreement with Crédit Agricole Corporate and Investment Bank for the acquisition of engines The agreement bears an annual interest rate of SOFR plus 200 basis points and mature in 2032.

Changes in liabilities arising from financing activities

For the years ended December 31, 2025 and 2024 the changes in liabilities from financing activities from the Company are summarized in the following table:

	January 1, 2025	Net cash Flows	Accrued Interest (1)	Non - current vs Current reclassification	Others	Conversion effects	December 31, 2025
Current interest-bearing loans and borrowings	**US$ 283,616**	**US$ (241,314)**	**US$ (9,893)**	**US$ 226,276**	**US$ (331)**	**US$ 3,367**	**US$ 261,721**
Non-current interest - bearing loans and borrowings	**526,362**	**130,459**	**—**	**(226,276)**	**494**	**10,078**	**441,117**
Total liabilities from financing activities	**US$ 809,978**	**US$ (110,855)**	**US$ (9,893)**	**US$ —**	**US$ 163**	**US$ 13,445**	**US$ 702,838**

	January 1, 2024	Net cash Flows	Accrued Interest (1)	Non - current vs Current reclassification	Others	Conversion effects	December 31, 2024
Current interest-bearing loans and borrowings	US$ 220,289	US$ (84,514)	US$ 6,496	US$ 146,655	US$ (217)	US$ (5,093)	US$ 283,616
Non-current interest - bearing loans and borrowings	432,776	261,667	—	(146,655)	(484)	(20,942)	526,362
Total liabilities from financing activities	US$ 653,065	US$ 177,153	US$ 6,496	US$ —	US$ (701)	US$ (26,035)	US$ 809,978

(1) This balance is net of interest provisions and interest effectively paid as of December 31, 2025 and 2024, respectively.

6. Cash and cash equivalents

As of December 31, 2025 and 2024 this caption is comprised as follow:

	2025	2024
Cash in banks	**US$ 122,893**	US$ 281,358
Cash on hand	**705**	657
Short-term investments (Highly liquid investments/ cash equivalent)	**622,360**	617,432
Funds held in trust related to debt service reserves	**7,926**	8,534
Total cash and cash equivalents	**US$ 753,884**	US$ 907,981

As of December 31, 2025 and 2024, the Company recorded a portion of advance ticket sales by an amount of US$7,926 and US$8,534, respectively, as a fund (Note 1d). The funds held in Trusts are used to constitute the debt service reserves.

7. Related parties

a) An analysis of balances due from/to related parties at December 31, 2025 and 2024 is provided below.

All companies are considered affiliates, since the Company's primary shareholders or directors are also direct or indirect shareholders or directors of the related parties:

	Type of transaction	Country of origin	2025	2024	Terms
Due from:					
Frontier Airlines Inc. ("Frontier")	Code-share	USA	**US$ 3,436**	US$ 2,161	30 days
Due to:					
MRO Commercial, S.A. ("MROC")	Aircraft maintenance and technical support	El Salvador	**US$ 1,817**	US$ 979	30 days
Frontier Airlines Inc. ("Frontier")	Code-share	USA	**1,233**	662	30 days
Chevez, Ruiz, Zamarripa y Cía., S.C.	Professional fees	Mexico	**874**	117	30 days
A&P International Services, S.A.P.I. de C.V. ("AISG")	Aircraft maintenance	Mexico	**393**	299	30 days
Mijares, Angoitia, Cortés y Fuentes, S.C.	Professional fees	Mexico	**142**	146	30 days
Jetsmart Airlines S.A. ("Jetsmart Argentina")	Engine lease	Argentina	**80**	80	30 days
Volantio, Inc.	Customer support services	USA	**62**	80	30 days
			US$ 4,601	US$ 2,363	

b) During the years ended December 31, 2025, 2024 and 2023, the Company had the following transactions with related parties:

Related party transactions	Country of origin	2025	2024	2023
Revenues:				
Transactions with affiliates				
Frontier Airlines Inc ("Frontier")				
Code-share	USA	**US$ 10,453**	US$ 5,478	US$ —
Jetsmart Airlines S.A. ("Jetsmart Argentina")				
Leases	Argentina	**1,121**	80	—

Jetsmart Airlines SpA ("Jetsmart Chile")							
Professional services	Chile		**336**		240		—
Expenses:							
Transactions with affiliates							
MRO Commercial, S.A.							
Aircraft maintenance [1]	El Salvador	**US$**	**23,299**	US$	21,354	US$	15,674
Technical support	El Salvador		**52**		24		17
A&P International Services, S.A.P.I de C.V. ("AISG")							
Aircraft maintenance	Mexico		**3,770**		2,986		2,895
Chevez, Ruiz, Zamarripa y Cía, S.C.							
Professional fees	Mexico		**1,268**		192		1,175
Volantio Inc.							
Customer support services	USA		**688**		420		—
Mijares, Angoitia, Cortés y Fuentes, S.C.							
Professional fees	Mexico		**808**		196		225
Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. ("OMA")							
Airport services	Mexico		—		—		12,263
Servprot, S.A. de C.V.							
Security services	Mexico		—		—		115

(1) Includes amounts as part of major maintenance.

c) Frontier Airlines Inc. ("Frontier")

Frontier is considered a related party because Brian H. Franke and Andrew Broderick serve as members of both the Company's board of directors and Frontier' board of directors. They are also managing directors of Indigo Partners, which has investments in both Companies.

As of December 31, 2025 and 2024, the account receivable was US$8,436 and US$2,161, respectively. As of December 31, 2025 and 2024, the account payable was US$1,233 and US$662, respectively.

During the years ended December 31, 2025 and 2024, the Company recognized revenue under this agreement of US$10,453 and US$5,478, respectively. During the year ended December 31, 2023, the Company did not have revenue transactions.

d) Servprot S.A. de C.V. ("Servprot")

Servprot was a related party until June 13, 2023, because Enrique Beltranena Mejicano, the Company's Chief Executive Officer and director was shareholder o such Company. Servprot provides security services for Mr. Beltranena and his family.

During the years ended December 31, 2025 and 2024, the Company did not record any transactions under this agreement. During the year ended December 31 2023, the Company recognized an expense of US$115.

e) MRO Commercial, S.A. ("MROC")

MRO Commercial, S.A. ("MROC") and Aeromantenimiento, S.A. ("Aeroman") are related parties because Mr. Joaquin Alberto Palomo a member of the boa of directors of the Company is an alternate director of MRO Holdings, parent company of MROC, and Aeroman. Additionally, Marco Baldocchi, a member of th board of directors of the Company, was a member of Aeroman's board of directors until November, 2024. On January 1, 2017, the Company entered into an aircraft repair and maintenance service agreement with Aeroman. On January 1, 2022, the Company entered into an amendment of such agreement where: (i) the agreement was assigned by Aeroman to MROC and Aeroman was appointed as the designated entity to perform the repairs and maintenance services; and (ii the agreement was extended until January 1, 2027. On January 1, 2024, the agreement was further amended to extend the term until December 31, 2028. On January 1, 2025, the Company signed an amendment and extended the agreement until December 31, 2035. The agreement provides for the exclusive use o MROC's services for the repair and maintenance of aircraft, subject to availability of Aeroman facilities. Under the agreement, the related parties provide inspection, maintenance, repair and overhaul services for aircraft. The Company makes payments under the agreement depending on the services performed.

As of December 31, 2025 and 2024, the balance due under the agreement with MROC was US$1,817 and US$979, respectively.

During the years ended December 31, 2025, 2024 and 2023, the Company incurred expenses in aircraft maintenance and technical support expenses with MRO of US$23,351, US$21,378 and US$15,691, respectively.

f) Mijares, Angoitia, Cortés y Fuentes, S.C. ("MACF")

MACF is a related party because Ricardo Maldonado Yañez and Eugenio Macouzet de León, member and alternate member, respectively, of the board of th Company since April 2018, are partners of MACF provides legal services to us.

As of December 31, 2025 and 2024, the balance due under the agreement with MACF were US$142 and US$146, respectively.

During the years ended December 31, 2025, 2024 and 2023, the Company recognized expenses in legal services under this agreement amounted to US$308, US$196 and US$225, respectively.

g) Grupo Aeroportuario del Centro Norte, S.A.B. de C.V. ("OMA")

OMA was considered a related party, because Mr. Ricardo Maldonado Yañez, was an independent member of OMA´s board of directors, is an independen member of our board of directors and the chairman of our Corporate Practices Committee. Additionally, Mrs. Guadalupe Phillips Margain, one of our independer members, was a member of OMA´s board of directors. As of the issuance date of this report, OMA is no longer a related party.

h) Chevez, Ruiz, Zamarripa y Cía, S.C. ("Chevez")

Chevez is a related party because Mr. José Luis Fernández Fernández is an independent member of the Board of Directors, as well as the chairman of the Aud Committee of the Company and non-managing limited partner of Chevez. Chevez provides tax advisory services to us.

As of December 31, 2025 and 2024, the account payable with Chevez was US$874 and US$117, respectively.

During the years ended December 31, 2025, 2024 and 2023, the Company recognized expenses with Chevez of US$1,268, US$192 and US$1,175, respectively.

i) A&P International Services, S.A.P.I. de C.V. ("AISG")

From July 4, 2022, AISG has been considered a related party due to Harry F. Krensky, a member of our Board of Directors, is the Chairman of the Board o Directors of AISG. Additionally, Harry F. Krensky is managing partner of Discovery Americas, a private equity firm that indirectly holds/manages an investmen position in AISG.

As of December 31, 2025 and 2024, the account payable with AISG was US$393 and US$299, respectively.

During the years ended December 31, 2025, 2024 and 2023, the Company recognized expenses in aircraft and engine maintenance amounted to US$3,770, US$2,986 and US$2,895, respectively.

j) Jetsmart Airlines SpA ("Jetsmart Chile")

Jetsmart Chile is considered a related party because Brian H. Franke and Andrew Broderick serve on the Board of Directors of both, the Company and Jetsma Chile. On March 15, 2024, the Company entered into an agreement to provide pilot professional technical cooperation services with Jetsmart Chile.

As of December 31, 2025 and 2024, the Company did not have outstanding balance due to Jetsmart Chile.

During the year ended December 31, 2025 and 2024, the Company recorded revenues in pilot professional technical cooperation services of US$336 and US$240, respectively.

k) Jetsmart Airlines S.A. ("Jetsmart Argentina")

Jetsmart Argentina is considered a related party because Brian H. Franke serves on the Board of Directors of both, the Company and Jetsmart Argentina. O December 11, 2024, the Company entered into an agreement to lease aircraft engines with Jetsmart Argentina.

As of December 31, 2025 and 2024, the account payable with Jetsmart Argentina was US$80 in both years.

During the year ended December 31, 2025 and 2024, the Company recorded revenues in lease aircraft engines of US$1,121 and US$80, respectively.

l) CleanJoule, Inc. ("CleanJoule")

CleanJoule is considered related party because Mr. Brian H. Franke, the chairman of our board of directors, is an officer of Franke Family Joule, LLC. Since M 23, 2023, he has been a shareholder of Clean Joule and has the right to appoint a member of its board of directors. Additionally, on May 23, 2023, Mr. Andrew Broderick, a member of our board of directors, was appointed by Franke Family Joule, LLC, as a member of the board of directors of CleanJoule. CleanJoule is company that produces high-performance and cost-effective Sustainable Aviation Fuel from agricultural waste and organic residues. During 2024 and 2023, the Company directly purchased common stock of CleanJoule, recognizing320,000 common stock shares amounting to US$4,000. As of February 23, 2026, CleanJoule changed its name to Cyclokinetics, Inc.

m) Volantio, Inc. ("Volantio")

Volantio is considered a related party because Mr. William Dean Donovan, an independent member of our Board of Directors, also serves in Volantio's Board of Directors as of August 13, 2024. Volantio provides customer support services to the Company.

As of December 31, 2025 and 2024, the Company's accounts payable to Volantio was US$62 and US$80, respectively.

During the year ended December 31, 2025 and 2024, the Company recognized expenses with Volantio of US$688 and US$420, respectively.

n) Directors and officers

During the years ended December 31, 2025 and 2024, the chairman and the independent members of the Company's board of directors received a net compensation of US$356 and US$414, respectively, and the rest of the directors received a net compensation of US$163 and US$116, respectively.

During the years ended December 31, 2025 and 2024, the amount paid to the chairman and independent members in-kind through the Company's shares totaling US$829 and US$788, respectively.

During the years ended December 31, 2025, 2024 and 2023, all the Company's senior management received an aggregate compensation for short-term benefits of US$17,217, US$15,157 and US$13,845, respectively, as well as long-term benefits of US$5,876, US$6,508 and US$5,689, respectively. These amounts were recognized in salaries and benefits in the consolidated statements of operations.

During the years ended December 31, 2025, 2024 and 2023, the cost of share-based payments MIP transactions was US$6,413, US$6,309 and US$6,048, respectively. The benefit of the cash-settled payments MIP II was US$141, US$1,131 and US$119, respectively. (Note 18).

The Company has a short-term benefit plan to certain personnel whereby cash bonuses are awarded for meeting certain Company's performance targets. As of December 31, 2025 and 2024, the Company recorded a provision in the amount of US$9,835 and US$10,839, respectively. In relation with these cash bonuses, during the years ended December 31, 2025, 2024 and 2023, the Company recorded an expense for an amount of US$7,189, US$12,250 and US$6,357, respectively, under the caption salaries and benefits.

8. Other accounts receivable, net

An analysis of other accounts receivable, net as of December 31, 2025 and 2024, is detailed below:

	2025	2024
Current:		
Credit cards	**US$ 40,272**	US$ 34,756
Benefits from suppliers	**34,582**	22,640
Other accounts receivable	**8,127**	3,979
Affinity credit card	**6,794**	5,460
Other points of sales	**6,623**	946
Cargo clients	**5,473**	4,453
Employees	**1,053**	562
Airport services	**571**	800
Travel agencies and insurance commissions	**63**	599
Marketing services	**34**	119
Insurance in recovery process	**22**	2,349
	103,614	76,663
Allowance for expected credit losses	**(555)**	(628)
	US$ 103,059	US$ 76,035

The aging of accounts receivable is as follows:

Days	**2025 Impaired**	**2025 Not impaired**	**Total 2025**	2024 Impaired	2024 Not impaired	Total 2024
0–30	**US$ 300**	**US$ 68,374**	**US$ 68,674**	US$ 459	US$ 57,657	US$ 58,116
31–60	**—**	**8,769**	**8,769**	—	6,030	6,030
61–90	**—**	**18,515**	**18,515**	—	5,861	5,861
91-120	**255**	**7,401**	**7,656**	169	6,487	6,656
	US$ 555	**US$ 103,059**	**US$ 103,614**	US$ 628	US$ 76,035	US$ 76,663

The movement in the allowance for expected credit losses from December 31, 2023 to December 31, 2025 is as follows:

Balance as of December 31, 2023	US$ (877)
Write-offs	1,067
Increase in allowance	(818)
Balance as of December 31, 2024	(628)
Write-offs	**942**
Increase in allowance	**(869)**
Balance as of December 31, 2025	**US$ (555)**

The allowance for expected credit losses on accounts receivable is established in accordance with the approach disclosed at Note 1f) ii).

9. Inventories

An analysis of inventories as of December 31, 2025 and 2024 is as follows:

	2025	2024
Spare parts and accessories of flight equipment	**US$ 16,726**	US$ 16,633

The inventory items are consumed during or used mainly in delivery of in-flight services and for maintenance services by the Company and are valued at the lower of cost or replacement value. The Company recognizes the necessary estimates for decreases in the value of its inventories due to impairment, obsolescence, slow movement and causes that indicate that the use or realization of the aircraft spare parts and flight equipment accessories that are part of the inventory will be less than recorded value.

For the years ended December 31, 2025, 2024, and 2023, the Company did not record any impairment loss in the value of its inventories.

During the years ended December 31, 2025, 2024 and 2023, inventory consumption recorded as operating expenses within maintenance expenses amounted to US$27,363, US$24,009 and US$20,928, respectively.

10. Prepaid expenses and other current assets

An analysis of prepaid expenses and other current assets at December 31, 2025 and 2024 is as follows:

	2025	2024
Advances to suppliers	**US$ 20,794**	US$ 11,615
Other prepaid expenses	**15,211**	9,109
Prepaid insurance	**9,758**	9,604
Sales commission to travel agencies (Note 1c)	**8,999**	9,108
Flight credits	**7,671**	5,812
	US$ 62,433	US$ 45,248

11. Guarantee deposits

An analysis of this caption as of December 31, 2025 and 2024 is as follows:

	2025	2024
Current asset:		
Credit letters deposits	**US$ 250,824**	US$ 216,534
Aircraft maintenance deposits paid to lessors (Note 1j)	**17,982**	7,493
Deposits for rental of flight equipment	**6,352**	1,164
Other guarantee deposits	**2,696**	2,020
	277,854	227,211
Non-current asset:		
Aircraft maintenance deposits paid to lessors (Note 1j)	**296,797**	375,263
Deposits for rental of flight equipment	**39,786**	46,232
Other guarantee deposits	**4,329**	4,698
	340,912	426,193
	US$ 618,766	US$ 653,404

12. Rotable spare parts, furniture and equipment, net

	Gross value		Accumulated depreciation		Net carrying value	
	At December 31, 2025	At December 31, 2024	**At December 31, 2025**	At December 31, 2024	**At December 31, 2025**	At December 31, 2024
Leasehold improvements to flight equipment	**US$ 595,816**	US$ 728,201	**US$ (414,190)**	US$ (482,233)	**US$ 181,626**	US$ **245,968**
Pre-delivery payments [1]	**316,425**	484,590	**—**	—	**316,425**	**484,590**
Flight equipment	**539,141**	408,830	**(115,474)**	(89,750)	**423,667**	**319,080**
Construction and improvements in process	**17,044**	14,242	**—**	—	**17,044**	**14,242**
Constructions and improvements	**11,150**	9,154	**(8,684)**	(7,839)	**2,466**	**1,315**
Office furniture and equipment	**4,165**	3,621	**(2,494)**	(2,428)	**1,671**	**1,193**
Workshop machinery and equipment	**3,219**	2,671	**(1,075)**	(822)	**2,144**	**1,849**
Motorized transport equipment platform	**1,898**	1,600	**(960)**	(681)	**938**	**919**
Computer equipment	**1,008**	1,186	**(830)**	(1,130)	**178**	**56**

Communications equipment	**1,092**	798	**(362)**	(489)	**730**	**309**
Electric power equipment	**1,006**	781	**(434)**	(409)	**572**	**372**
Workshop tools	**1,187**	660	**(711)**	(559)	**476**	**101**
Service carts on board	**890**	542	**(543)**	(466)	**347**	**76**
Total	**US$ 1,494,041**	US$ 1,656,876	**US$ (545,757)**	US$ (586,806)	**US$ 948,284**	**US$ 1,070,070**

	Flight equipment	Constructions and improvements	Computer equipment	Office furniture and equipment	Electric power equipment	WorkshopTools	Motorized transport equipment platform	Communications equipment	Workshop machinery and equipment	Service carts on board	Allowance for obsolescence	Pre-delivery payments	Construction and improvements in process	Leasehold improvements to flight equipment	Total
Net balance as of December 31, 2023	US$ 135,039	US$ 1,492	US$ 85	US$ 1,331	US$ 185	US$ 182	US$ 139	US$ 255	US$ 1,036	US$ 126	US$ —	US$ 389,380	US$ 27,135	US$ 248,225	US$ 804,610
Additions	207,075	—	2	7	251	—	985	—	964	—	—	235,287	11,183	129,354	585,108
Disposals and transfers	(367)	—	—	—	—	—	—	—	—	—	—	(159,993)	(3,938)	—	(164,298)
Borrowing costs, net [1]	—	—	—	—	—	—	—	—	—	—	—	19,916	—	—	19,916
Other movements	—	352	8	130	—	—	1	100	49	—	—	—	(20,138)	19,498	—
Depreciation	(22,667)	(529)	(39)	(275)	(64)	(81)	(206)	(46)	(200)	(50)	—	—	—	(151,109)	(175,266)
As of December 31, 2024	319,080	1,315	56	1,193	372	101	919	309	1,849	76	—	484,590	14,242	245,968	1,070,070
Cost	408,830	9,154	1,186	3,621	781	660	1,600	798	2,671	542	—	484,590	14,242	728,201	1,656,876
Accumulated depreciation	(89,750)	(7,839)	(1,130)	(2,428)	(409)	(559)	(681)	(489)	(822)	(466)	—	—	—	(482,233)	(586,806)
Net balance as of December 31, 2024	319,080	1,315	56	1,193	372	101	919	309	1,849	76	—	484,590	14,242	245,968	1,070,070
Additions	**144,875**	**—**	**77**	**91**	**72**	**435**	**—**	**117**	**269**	**—**	**—**	**40,099**	**14,366**	**90,860**	**291,261**
Disposals and transfers	**(4,188)**	**—**	**(5)**	**(18)**	**(8)**	**—**	**—**	**(7)**	**(3)**	**—**	**—**	**(195,982)**	**(4,352)**	**—**	**(204,563)**
Borrowing costs, net [1]	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**—**	**(12,282)**	**—**	**—**	**(12,282)**
Other movements	**—**	**1,995**	**92**	**698**	**209**	**95**	**346**	**388**	**307**	**348**	**—**	**—**	**(7,212)**	**2,734**	**—**
Depreciation	**(36,100)**	**(844)**	**(42)**	**(293)**	**(73)**	**(155)**	**(327)**	**(77)**	**(278)**	**(77)**	**—**	**—**	**—**	**(157,936)**	**(196,202)**
As of December 31, 2025	**423,667**	**2,466**	**178**	**1,671**	**572**	**476**	**938**	**730**	**2,144**	**347**	**—**	**316,425**	**17,044**	**181,626**	**948,284**
Cost	**539,141**	**11,150**	**1,008**	**4,165**	**1,006**	**1,187**	**1,898**	**1,092**	**3,219**	**890**	**—**	**316,425**	**17,044**	**595,816**	**1,494,041**
Accumulated depreciation	**(115,474)**	**(8,684)**	**(830)**	**(2,494)**	**(434)**	**(711)**	**(960)**	**(362)**	**(1,075)**	**(543)**	**—**	**—**	**—**	**(414,190)**	**(545,757)**
Net balance as of December 31, 2025	**US$ 423,667**	**US$ 2,466**	**US$ 178**	**US$ 1,671**	**US$ 572**	**US$ 476**	**US$ 938**	**US$ 730**	**US$ 2,144**	**US$ 347**	**US$ —**	**US$ 316,425**	**US$ 17,044**	**US$ 181,626**	**US$ 948,284**

(1) During the years ended December 31, 2025, and 2024, the Company capitalized borrowing costs of US$22,287 and US$35,107, respectively. The amount of this line is net of disposals of capitalized borrowing costs related to sale and leaseback transactions of US$34,569 and US$15,191, respectively.

a) During 2025 and 2024, the Company acquired seven engines (V2500) and 16 engines (11 NEO and five V2500), respectively, (under the terms of the Pratt & Whitney purchase agreement FMP). These acquisitions were accounted for at cost, totaling US$50,158 and US$163,463, respectively. The Company identified the major components separately at their respective cost. These components are classified as flight equipment and depreciated over their useful life.

b) During the years ended December 31, 2025 and 2024, the Company capitalized borrowing costs which amounted to US$22,287 and US$35,107, respectively (Note 23). The Company capitalizes the actual borrowing costs of the borrowings directly attributable to the construction of aircraft. For the years ended December 31, 2025 and 2024, the weighted rate of the direct borrowings used to determine the amount of borrowing costs was 7.73 % and 7.59%, respectively.

c) Depreciation expense for the years ended December 31, 2025, 2024 and 2023 was US$196,202, US$175,266, and US$127,401, respectively. Depreciation expenses for the year are recognized as a component of operating expenses in the consolidated statements of operations.

d) In October 2005 and December 2006, the Company entered into purchase agreements with Airbus and International Aero Engines AG ("IAE") for the purchase of aircraft and engines, respectively. Under such agreements and prior to the delivery of each aircraft and engine, the Company agreed to make pre-delivery payments, which were calculated based on the reference price of each aircraft and engine, and following a formula established for such purpose in the agreements.

In 2011, the Company amended the agreement with Airbus for the purchase of 44 A320 family aircraft to be delivered from 2015 to 2020. The order included 14 A320CEO ("Current Engine Option Aircraft") and 30 A320NEO. Additionally, during December 2017, the Company amended the agreement with Airbus for the purchase of 80 A320 family aircraft to be delivered from 2022 to 2026. The order includes 46 A320NEO and 34 A321NEO. Under such agreement and prior to the delivery of each aircraft, the Company agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft, and following a formula established for such purpose in the agreement.

In November 2018, the Company amended the agreement with Airbus to reschedule the remaining 26 fleet deliveries between 2019 and 2022. Also, in this amendment the Company used its rights on the Airbus Purchase Agreement to convert six A320NEO into A321NEO. In July 2020, the Company amended the agreement with Airbus to reschedule the 80 aircraft deliveries between 2023 and 2028. In October 2020, the Company amended the agreement with Airbus to reschedule the remaining 18 fleet deliveries between 2020 and 2022.

In 2021, the Company amended the agreement with Airbus for the purchase of 39 A320 family aircraft to be delivered from 2023 to 2029. The order includes only A321NEO aircraft. Under such agreement and prior to the delivery of each aircraft, the Company agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft, and following a formula established for such purpose in the agreement. Also, in this agreement the Company used its rights on the Airbus Purchase Agreement to convert 20 A320NEO into A321NEO.

In 2022, the Company amended the agreement with Airbus for the purchase of 25 A320 family aircraft to be delivered in 2030. The order includes only A321NEO

aircraft. Under such agreement and prior to the delivery of each aircraft, the Company agreed to make pre-delivery payments, which shall be calculated based on the reference price of each aircraft, and following a formula established for such purpose in the agreement.

On August 16, 2013, the Company entered into certain agreements with IAE and International Aero Engines, LLC ("IAE LLC") ("P&W"), which included the purchase of the engines for 14 A320CEO and30 A320NEO respectively, delivered between 2014 and 2022. This agreement also included the purchase ofone spare engine for the A320CEO fleet (which was received during the fourth quarter of 2016) andsix spare engines for the A320NEO fleet received from 2017 to 2022. In November 2015, the Company amended the agreement with the engine supplier to provide major maintenance services for the engines of16 aircraft (10 A320NEO and six A321NEO). This agreement also includes the purchase of three spare engines, two of them for the A320NEO fleet, andone for the A321NEO fleet. In April 2021, the Company amended the agreement with the engine supplier to provide major maintenance services for the engines oftwo aircraft A320NEO.

On May 12, 2020, the Company entered into certain agreements with IAE LLC, which included the purchase of the engines for46 A320NEO and34 A321NEO respectively, to be delivered between 2022 and 2028. This agreement also included the purchase of 11 firm spare engines for the A320NEO fleet to be received from 2022 to 2029.

In October 2021, the Company amended the agreement with the engine supplier to provide major maintenance services for the engines of13 aircraft A320NEO. This agreement also includes the purchase of one spare engine for the A320NEO fleet. The Company has further amended and restated the agreement with IAE LLC to provide major maintenance services for the engines of 79 aircraft (five A320NEO and 74 A321NEO), as well as the purchase of 21 spare engines for the A320NEO fleet to be delivered from 2024 to 2030.

The Company received credit notes from P&W in December 2017 of US$3.1 million, which are being amortized on a straight-line basis, prospectively during the term of the agreement. As of December 31, 2025, 2024 and 2023, the Company amortized a corresponding benefit from these credit notes of US$216, US$216 and US$216, respectively, which is recognized as an offset to maintenance expenses in the consolidated statements of operations.

During the years ended December 31, 2025 and 2024, the amounts paid for aircraft pre-delivery payments were of US$40,099 and US$235,287, respectively.

The current purchase agreement with Airbus requires the Company to accept delivery of118 Airbus A320 family aircraft during a period of six years (from January 2026 to December 2031). On November 26th, 2024, an agreement was signed with Airbus to reschedule the delivery date for all remaining Aircraft at the time. As of December 31, 2025 this agreement provides the addition of 118 aircraft to its fleet as follows: 12 in 2026, seven in 2027, 19 in 2028, 22 in 2029, 30 in 2030 and 28 to be delivered during 2031. Commitments to acquisitions of property and equipment are disclosed in Note 25.

During the years ended December 31, 2025, 2024 and 2023 the Company entered into aircraft sale and leaseback transactions, resulting in gains of US$29,296, US$32,175 and US$8,275, respectively. These gains were recorded under the caption other operating income in the consolidated statements of operations. These gains represented only the amount of gains that relate to the rights transferred to the buyer-lessor (Note 22).

e) During December 2017, the Company entered into an updated total support agreement with Lufthansa for66 months, with an effective date on July 1, 2018. This agreement includes similar terms and conditions as the original agreement.

As part of this agreement, the Company received credit notes of US$5 million in 2022 and US$1.5 million in 2017, which are amortized on a straight-line basis, prospectively during the term of the agreement. For the years ended December 31, 2025, 2024 and 2023, the Company amortized a corresponding benefit from these credit notes of US$519, US$519 and US$519, respectively, recognized as an offset to maintenance expenses in the consolidated statements of operations.

For the years ended December 31, 2025, 2024 and 2023, the Company did not record any impairment loss.

13. Intangible assets, net

The composition and movement of intangible assets is as follows:

	Useful life years	Gross value		Accumulated amortization at December 31,		Net carrying amount	
		2025	2024	**2025**	2024	**2025**	2024
Software	**1 – 4**	**US$ 100,134**	US$ 75,810	**US$ (61,864)**	US$ (49,853)	**US$ 38,270**	US$ 25,957

Balance as of January 1, 2024	US$ 16,219
Additions	17,598
Amortization	(7,849)
Exchange differences	(11)
Balance as of December 31, 2024	25,957
Additions	**24,283**
Amortization	**(11,974)**
Exchange differences	**4**
Balance as of December 31, 2025	**US$ 38,270**

Software amortization expense for the years ended December 31, 2025, 2024 and 2023 was US$11,974, US$7,849 and US$6,895 respectively. These amounts were recognized in depreciation and amortization caption on the consolidated statements of operations.

14. Leases

As of December 31, 2025 and 2024, the most significant leases are as follows:

Aircraft and engines represent the Company's most significant lease agreements. On December 31, 2025, the Company leases151 aircraft (141 as of December 31, 2024) and 14 spare engines (18 as of December 31, 2024) that have maximum terms through 2037. The leases are generally guaranteed by either deposit in cash or letters of credit.

Composition of the fleet and spare engines, leases [(1)]:

Aircraft Type	Model	At December31, 2025	At December 31, 2024
A319	132	—	1
A320	233	**36**	40
A320	232	**3**	4
A320NEO	271N	**64**	53
A321	231	**10**	10
A321NEO	271N	**38**	33
		151	141

Engine spare Type	Model	At December31, 2025	At December 31, 2024
V2500	V2527M-A5	**1**	2
V2500	V2527E-A5	**1**	2
V2500	V2527-A5	**2**	4
PW1100	PW1127G-JM	**5**	9
PW1100	PW1133G-JM	**5**	1
		14	18

(1) Certain of the Company's aircraft and engine lease agreements include an option to extend the lease term period. Management evaluates extensions based on the market conditions at the time of renewal.

During the year ended December 31, 2023, P&W announced preventive accelerated inspections for the GTF engines. Consequently, the Company's GTF engine are being reviewed to ensure compliance with these requirements.

As a result of these preventive accelerated inspections and in accordance with the business strategy, the Company extended certain aircraft and engines lease agreements and added new aircraft and engines to its fleet. All accounting effects of these aircraft and engines lease extensions and new incorporations have been assessed and presented into the Company's consolidated financial statements. Additionally, the compensation received from the manufacturer has been included in the Company's consolidated statement of operations for the years ended December 31, 2025 and 2024.

During the year ended December 31, 2025, the Company added 16 leased aircraft to its fleet (eight A320NEO and five A321NEO were acquired through sale and leaseback transactions under the Company's existing Airbus purchase agreement), as well as three used A320NEO. All the used aircraft were not subject to sale and leaseback transactions.

Additionally, the Company extended the lease term of five A320CEO and one A321CEO aircraft for an additional period of up to four years.

All accounting effects of these aircraft, engine and others leases extensions and new incorporations have been assessed and presented in the Company's Financial Statements. As of December 31, 2025 and 2024 the Company recorded a net increase of US$37,291 and US$570,185, respectively, as part of the right-of-use assets and lease liabilities, resulting from the aircraft and engine lease extensions and new incorporations.

During the year ended December 31, 2024, the Company added14 leased aircraft to its fleet, (two A320NEO andeight A321NEO were acquired through sale and leaseback transactions under the Company´s existing Airbus purchase agreement), as well as four used A320CEO. All the used aircraft were not subject to sale and leaseback transactions.

Additionally, the Company extended the lease term of nine A320CEO aircraft for an additional period of tosix years and one A319CEO aircraft for an additional period of up to 1.5 years.

During the year ended December 31, 2024, the Company also extended the lease term of two spare engines for an additional period of up to three years.

Set out below are the carrying amounts of right-of-use assets recognized and the movements during the period:

	Aircraft leases	Spare engine leases	Land and building leases	Total
As of December 31, 2023	US$ 2,272,163	US$ 29,488	US$ 36,741	US$ 2,338,392
Additions	460,120	—	23,387	483,507
Extensions	81,317	5,361	—	86,678
Modifications	(480)	27,175	1,190	27,885
Disposals	(31,130)	(25,782)	—	(56,912)
Foreign currency conversion	—	—	(35)	(35)
Depreciation on right-of-use assets	(384,235)	(12,012)	(13,688)	(409,935)
As of December 31, 2024	2,397,755	24,230	47,595	2,469,580
Additions	**487,583**	**—**	**5,625**	**493,208**
Extensions	**44,083**	**—**	**—**	**44,083**
Modifications	**29,462**	**—**	**(223)**	**29,239**
Disposals	**(47,321)**	**(8,991)**	**(154)**	**(56,466)**
Foreign currency conversion	**—**	**—**	**51**	**51**
Depreciation on right-of-use assets	**(425,015)**	(8,110)	(15,445)	(448,570)
As of December 31, 2025	**US$ 2,486,547**	**US$ 7,129**	**US$ 37,449**	**US$ 2,531,125**

Set out below are the carrying amounts of lease liabilities and the movements during the period:

	2025	2024
As of January 1st,	**US$ 3,061,536**	US$ 2,891,442
Additions	**463,516**	470,859
Modifications	**73,322**	114,551
Disposals	**(63,857)**	(59,780)
Interest cost	**247,828**	231,661
Foreign exchange effect	**2,055**	(3,802)
Payments	**(631,019)**	(583,395)
As of December 31	**US$ 3,153,381**	US$ 3,061,536
Current	**US$ 409,125**	US$ 391,158
Non-current	**US$ 2,744,256**	US$ 2,670,378

The Company had total cash outflows for leases of US$631,019 in 2025, US$583,395 in 2024 and US$529,074 in 2023.

During the years ended December 31, 2025, 2024 and 2023, the Company recognized expenses related to short-term leases and leases of low-value assets for ar amount of US$10,451, US$4,865 and US$7,925, respectively.

For the years ended December 31, 2025, 2024 and 2023 the amounts recognized in profit or loss were as follow:

	For the years ended December 31,		
	2025	2024	2023
Depreciation of right-of-use assets	**US$ (448,570)**	US$ (409,935)	US$ (362,015)
Interest expense on lease liabilities and aircraft and engine lease return obligation (Note 23)	**(266,008)**	(250,530)	(191,967)
Aircraft and engine variable lease expenses	**(196,082)**	(135,155)	(103,845)
Short - term leases and leases of low - value assets	**(10,451)**	(4,865)	(7,925)
Total amount recognized in profit or loss	**US$ (921,111)**	US$ (800,485)	US$ (665,752)

i) Return obligations

The aircraft lease agreements of the Company also require that the aircraft and engines be returned to lessors under specific conditions of maintenance. The costs of return, which in no case are related to scheduled major maintenance, are estimated and recognized ratably as a provision from the time it becomes likely such costs will be incurred and can be estimated reliably. These return costs are recognized as a component of variable lease expenses and the provision is remeasured and included as part of other liabilities, through the remaining lease term.

The Company estimates provisions for airframe, engine overhauls, and limited- life parts based on assumptions such as projected airframe usage and expected maintenance cost. For the year ended December 31, 2025, 2024 and 2023, the Company recorded expenses related to this provision as supplemental rent, totaling US$113,447, US$86,282 and US$80,894, respectively.

For the years ended December 31, 2025, 2024 and 2023, the Company recorded aircraft and engine variable lease expenses of US$196,082, US$135,155 and US$103,845 respectively.

ii) Aircraft and engines lease extensions

Certain lease agreements contain extension options, which the Company evaluates exercising once the lease period comes to its end, based on the market conditions at such moment. The lease liabilities corresponding to leases on which it was decided to extend are remeasured for the period negotiated between the

Company and the lessor.

During 2025 and 2024, due to the aircraft and engines lease extension agreements, the Company reassessed the right-of-use assets and lease liabilities, resulting in net increases of US$44,083 and $86,678, respectively.

15. Accrued liabilities

a) The detail of current accrued liabilities as of December 31, 2025 and 2024 is as follows:

		2025		2024
Fuel and traffic accrued expenses	**US$**	**92,965**	US$	81,235
Maintenance and aircraft parts accrued expenses		**44,257**		40,131
Sales, marketing and distribution accrued expenses		**29,770**		19,019
Deferred revenue from "v.club" membership		**27,802**		20,850
Salaries and benefits		**27,670**		24,295
Accrued administrative expenses		**26,913**		30,718
Corsia accrued liability		**8,486**		1,029
Information and communication accrued expenses		**5,207**		3,598
Others		**2,475**		144
Maintenance deposits		**1,781**		1,612
Supplier services agreement		**1,432**		761
Benefits from suppliers		**431**		—
	US$	**269,189**	US$	223,392

b) Non-current accrued liabilities as of December 31, 2025 and 2024 is as follows:

		2025		2024
Supplier services agreement	**US$**	**5,960**	US$	7,390
Others		**663**		459
	US$	**6,623**	US$	7,849

16. Other liabilities

	Balance as of January 1, 2025		Increase for the year		Payments		Balance as of December 31, 2025	
Aircraft and engine lease return obligation (Note 1q and 2i)	**US$**	**377,377**	**US$**	199,974	**US$**	(199,075)	**US$**	378,276
Employee profit sharing (Note 17)		**18,755**		**905**		**(18,778)**		**882**
Frequent flyer program liability [(1)]		**—**		**1,681**		**(21)**		**1,660**
	US$	**396,132**	**US$**	**202,560**	**US$**	**(217,874)**	**US$**	**380,818**
Current							**US$**	**143,187**
Non-current							**US$**	**237,631**

(1) On July 16, 2025, the Company launched its new loyalty program "altitude"

	Balance as of January 1, 2024		Increase for the year		Payments		Balance as of December 31, 2024	
Aircraft and engine lease return obligation (Note 1q and 2i)	US$	287,208	US$	154,463	US$	(64,294)	US$	377,377
Employee profit sharing (Note 17)		1,500		18,623		(1,368)		18,755
	US$	288,708	US$	173,086	US$	(65,662)	US$	396,132
Current							US$	62,800
Non-current							US$	333,332

During the years ended December 31, 2025 and 2024 cancellations or write-offs related to these liabilities were recorded by an amount of US$1,035 and US$40,890, respectively.

17. Employee benefits

The components of net period cost recognized in the consolidated statements of operations and the obligations for seniority premium for the years ended December 31, 2025, 2024 and 2023, are as follows:

	2025		2024		2023	
Analysis of net period cost:						
Current service cost	**US$**	**(940)**	US$	222	US$	2,187
Interest cost on benefit obligation		**1,213**		983		1,109
Net period cost	**US$**	**273**	US$	1,205	US$	3,296

Changes in the defined benefit obligation are as follows:

	2025		2024	
Defined benefit obligation as of January 1,	**US$**	**12,790**	US$	14,644
Net period cost charged to profit or loss:				
Current service cost		**(940)**		222
Interest cost on benefit obligation		**1,213**		983
Remeasurement losses in other comprehensive income:				
Actuarial changes arising from changes in assumptions		**1,272**		130
Payments made		**(494)**		(879)
Conversion effect foreign currency		**1,541**		(2,310)
Defined benefit obligation as of December 31,	**US$**	**15,382**	US$	12,790

The significant assumptions used in the computation of the seniority premium obligations are shown below:

	2025	2024
Financial:		
Discount rate	**9.70%**	10.69%
Expected rate of salary increases	**5.60%**	5.60%
Annual increase in minimum salary	**3.75%** (1) (2)	3.75% (1) (2)
Biometric:		
Mortality (3)	**EMSSA 09, CEPAL 2010 EL SALVADOR - COSTA RICA**	EMSSA 09, CEPAL 2010 EL SALVADOR - COSTA RICA
Disability (4)	**IMSS-97**	IMSS-97

(1) 3.75% applies to the General Zone and Border Zone in Mexico

(2) Border Zone, is made up of the states that border with the United States and the General Zone is made up by the rest states of the country.

(3) Mexican Experience of social security (EMSSA), Economic Commission for Latin America and the Caribbean (CEPAL for its Spanish acronym).

(4) Mexican Experience of *Instituto Mexicano del Seguro Social* (IMSS).

As of December 31, 2025, and 2024, the accruals related to employee profit sharing which is included as part of short-term other liabilities caption, are as follows:

	2025		2024	
Employee profit-sharing (Note 16)	**US$**	**882**	US$	18,755

Sensitivity analysis

A reasonably possible variation at the date of the report, in one of the most significant actuarial assumptions, and assuming that the rest of the variables had remained constant, would have affected the benefit obligations defined as of December 31, 2025 in the amounts as follows:

		Present value of the defined benefit obligation (In thousands of U.S. dollars)			
Assumptions		**Increase**		**Decrease**	
Discount rate:	50 basis points	US$	**(819)**	US$	**900**
Statutory minimum wage increase rate:	50 basis points	US$	**313**	US$	**(335)**
Salary increase rate:	50 basis points	US$	**609**	US$	**(566)**

18. Share-based payments

LTRP

On November 6, 2014, the shareholders of the Company and the shareholders of its subsidiary Servicios Corporativos, approved an amendment to the curren LTRP for the benefit of certain key executives, based on the recommendations of the Board of Directors of the Company at its meetings held on July 24 an

August 29, 2014. For such purposes on November 10, 2014 an irrevocable Administrative Trust was created by Servicios Corporativos and the key executives The new plan was restructured and named LTIP, which consists of a share purchase plan (equity-settled transaction) and SARs plan (cash settled).

On October 18, 2018, the Board of Directors of the Company approved a new long-term retention plan LTRP for certain executives of the Company, throug which the beneficiaries of the plan, will receive shares of the Company once the service conditions are met. This plan does not include cash compensations granted through appreciation rights on the Company's shares. The retention plans granted in previous periods under LTRP will continue in full force and effect until their respective due dates and the cash compensation derived from them will be settled according to the conditions established in each plan.

a) LTIP

- Share purchase plan (equity-settled)

Under the share purchase plan (equity- settled), in November 2014 certain key executives of the Company were granted with a special bonus by an amount of Ps.10,831 (US$797 as of November 11, 2014 based on an exchange rate of Ps.13.58 to US$1), to be used to purchase Company's shares. The plan consisted in:

(i) Servicios Corporativos, Controladora and Concesionaria granted a bonus to each key executive;
(ii) The bonus amount by Ps.7,059 (US$520 as of November 11, 2014 based on an exchange rate of Ps.13.58 to US$1), net of withheld taxes, was transferred on November 11, 2014, as per the written instructions of each key executives, to the Administrative Trust for the acquisition of Series A shares of the Company through an intermediary authorized by the Mexican Stock Exchange ("BMV", for its acronym in Spanish) based on the Administration Trust's Technica Committee instructions;
(iii) Subject to specified terms and conditions set forth in the Administrative Trust, the acquired shares were in escrow under the Administrative Trust for its administration until the vesting period date for each key executive, date as of which the key executive can fully dispose of the shares and instruct as desired.
(iv) The share purchase plan provides that if the terms and conditions are not met by the vesting period date, then the shares would be sold in the BMV, and Servicios Corporativos, Controladora and Concesionaria would be entitled to receive the proceeds of the sale of shares.
(v) The key executives' account balance will be tracked by the Administrative Trust. The Administrative Trust's objectives are to acquire Series A shares on behalf of the key executives and to manage the shares granted to such key executives based on instructions set forth by the Technical Committee.

As the Administrative Trust is controlled and therefore consolidated by Controladora, shares purchased in the market and held within the Administrative Trust are presented for accounting purposes as treasury shares in the consolidated statement of changes in equity.

In November 2025, 2024 and 2023, the extensions to the LTIP were approved by the Company's shareholder's and the Company's Board of Directors. The tota cost of the extensions approved were US$5,903 (US$3,838 net of withheld taxes), US$5,821 (US$3,784 net of withheld taxes) and US$5,708 (US$3,711 net of withheld taxes), respectively. Under the terms of the incentive plan, certain key executives of the Company were granted a special bonus that was transferred to the Administrative Trust for the acquisition of Series A shares of the Company.

As of December 31, 2025 and 2024, the number of shares into the Administrative Trust associated with the Company's share purchase payment plans is as follows:

	Number of Series A shares
Outstanding as of December 31, 2023	9,163,300(1)
Purchased during the year	5,209,713
Exercised/vested during the year	(3,880,683)
Forfeited during the year	—
Outstanding as of December 31, 2024	10,492,330(1)
Purchased during the year	**5,668,461**
Exercised/vested during the year	**(4,925,667)**
Forfeited during the year	**(295,821)**
Outstanding as of December 31, 2025	**10,939,303(1)**

(1) These shares are presented as treasury shares in the consolidated statement of financial position as of December 31, 2025, 2024 and 2023.

The vesting period of the shares granted under the Company's share purchase plans is as follows:

Number of Series A shares	Vesting period
5,471,195	November 2026
3,578,617	November 2027
1,889,491	November 2028
10,939,303	

In accordance with IFRS 2, the share purchase plans are classified as equity-settled transactions on the grant date. This valuation is the result of multiplying th total number of Series A shares deposited in the Administrative Trust and the price per share, plus the balance in cash deposited in the Administrative Trust.

For the years ended December 31, 2025, 2024 and 2023, the compensation expense recorded in the consolidated statements of operations amounted to US$6,413, US$6,309 and US$6,048, respectively.

During 2025, some key executives left the Company; therefore, the vesting conditions were not fulfilled. In accordance with the terms of the plan, Servicios Corporativos is entitled to receive the proceeds of the sale of such shares, the number of forfeited shares as of December 31, 2025, were 295,821.

No shares were forfeited during 2024. During 2023, some key executives left the Company; therefore, the vesting conditions were not fulfilled. In accordance with the terms of the plan, Servicios Corporativos is entitled to receive the proceeds of the sale of such shares. The number of forfeited shares as of December 31 2023 was 330,453.

b) MIP

- MIP II

On February 19, 2016, the Board of Directors of the Company authorized an extension to the MIP for certain key executives. Such extension was modified o November 6, 2016. Under MIP II,13,536,960 share appreciation rights of our Series A shares were granted to be settled annually in cash in a period of five years in accordance with the established service conditions. In addition, a five-year extension to the period in which the employees can exercise MIP II once the SAR are vested was approved.

On July 15, 2025, a five-year extension of MIP II was approved, running through February 18, 2031.

Fair value of the SARs is measured at each reporting period using a Black-Scholes option pricing model, taking into consideration the terms and conditions grante to the employees. The amount of the cash payment is determined based on the increase in our share price between the grant date and the settlement date.

The carrying amount of the liability relating to the SARs as of December 31, 2025, and 2024 was US$6 and US$146, respectively. The compensation cost is recognized in the consolidated statements of operations under the caption of salaries and benefits over the service period.

During the years ended December 31, 2025, 2024 and 2023, the Company recorded a benefit of US$141, US$1,131 and US$119, respectively, in the consolidated statements of operations. No SARs were exercised during 2023, 2024, and 2025

The summary related to expense recognized for the Company's retention plans during the years 2025, 2024 and 2023 is shown in the following table:

	2025		2024		2023	
Benefit arising from cash-settled share-based payments transactions	**US$**	**(141)**	US$	(1,131)	US$	(119)
Expense arising from equity-settled share-based payments transactions		**6,413**		6,309		6,048
Total expense arising from share-based payments transactions	**US$**	**6,272**	US$	5,178	US$	5,929

c) Board of Directors Incentive Plan (BoDIP)

Certain members of the Board of Directors of the Company receive additional benefits through a share-based plan, which has been classified as an equity-settlec share-based payment and therefore accounted under IFRS 2 "Share based payment".

In April 2018, the Company's Board of Directors authorized a Board of Directors Incentive Plan ("BoDIP") for the benefit of certain board members. The BoDIP grants options to purchase shares of the Company or CPOs over afive-year period, with the exercise price determined on the grant date. Under this plan, no service or performance conditions are required for board members to exercise the option to purchase shares; therefore, they have the right to request delivery of such shares upon making the corresponding payment. During the years ended 2025 and 2023, certain board members exercised their stock options. During the year ended 2024, board members did not exercise these purchase options. In accordance with the terms of the plan, Controladora is entitled to receive the proceeds from the sale of these shares. The number of forfeited shares during the end of the years as of December 31, 2025, 2024 and 2023 was 1,898,603, 807,255 and 586,263, respectively.

For such purposes on August 29, 2018, the Fideicomiso Irrevocable de Administración número CIB/3081 was created by Controladora Vuela Compañía d Aviación S.A.B de C.V as trustee and CIBanco, S.A., Institucion de Banco Multiple as trustor. The number of shares held as of December 31, 2025,2024 and 2023 available to be exercised is 1,138,384, 3,388,251 and 4,781,769, respectively and are included in treasury shares.

In April 2023, the Company's Annual General Shareholders' Meeting modified the terms of the BoDIP. Effective as of 2023 certain members of the Board c Directors receive additional benefits through a stock-based plan, which will be administered by the LTIP Trust and that will be delivered to the beneficiaries once the established conditions are met. The number of shares held by the trustee as of December 31, 2025 and 2024 were 1,030,094 shares and 588,205 shares, respectively (and they are included as treasury shares). The total cost approved in 2025 and 2024 were US$585 (US$416 net of withheld taxes) and US$651 (US$460 net of withheld taxes), respectively.

19. Equity

As of December 31, 2025, the total number of the Company's authorized shares was 1,165,976,677; represented by common registered shares, issued and with no par value, fully subscribed and paid, comprised as follows:

	Shares		
	Fixed Class I	**Variable Class II**	**Total shares**
Series A shares	**24,180**	**1,165,952,497**	**1,165,976,677**
Series B shares	—	—	—
	24,180	**1,165,952,497**	**1,165,976,677**
Treasury shares (Note 18)	—	**(17,423,777)**	**(17,423,777)**[(1)]
	24,180	**1,148,528,720**	**1,148,552,900**

(1) During the year ended December 31, 2025, a total of 3,292,121 forfeited shares have been included as part of treasury shares.

As of December 31, 2024, the total number of the Company's authorized shares was 1,165,976,677; represented by common registered shares, issued and with no par value, fully subscribed and paid, comprised as follows:

	Shares		
	Fixed Class I	**Variable Class II**	**Total shares**
Series A shares	24,180	1,165,952,497	1,165,976,677
Series B shares	—	—	—
	24,180	1,165,952,497	1,165,976,677
Treasury shares (Note 18)	—	(16,295,299)	(16,295,299)[1]
	24,180	1,149,657,198	1,149,681,378

[1] During the year ended December 31, 2024, a total of 1,393,518 forfeited shares have been included as part of treasury shares.

On November 22, 2023, the holders of all of the 57,513,873 outstanding Series B shares of the Company concluded the conversion of all Series B Shares into 57,513,873 Series A Shares represented by Ordinary Participation Certificates in the form of the corresponding American Depositary Shares.

All shares representing the Company's capital stock, either Series A shares or Series B shares, grant the holders the same economic rights and there are no preferences and/or restrictions attaching to any class of shares on the distribution of dividends and the repayment of capital. Holders of the Company's Series A common stock and Series B common stock are entitled to dividends when, and if, declared by a shareholders' resolution. The Company's revolving line of credit with Santander and Bancomext limits the Company's ability to declare and pay dividends if the Company fails to comply with the payment terms thereunder. Only Series A shares from the Company are listed.

During the years ended December 31, 2025, 2024 and 2023 the Company did not declare any dividends.

In accordance with the Mexican Corporations Act, the Company is required to allocate at least 5% of the net income of each year to increase the legal reserve This practice must be continued until the legal reserve reaches 20% of capital stock. As of December 31,2025, 2024 and 2023, the Company's legal reserve was US$17,363 on the three years.

For the years ended December 31,2025, 2024 and 2023 the Company did not allocate any amount to the legal reserve fund. As of December 31,2025, 2024 and 2023 the Company's legal reserve has not reached 20% of its capital stock.

Any distribution of earnings in excess of the net tax profit account *Cuenta de Utilidad Fiscal Neta*("CUFIN") balance will be subject to corporate income tax payable by the Company, at the enacted income tax rate at that time. A 10% withholding tax is imposed on dividends distributions to individuals and foreign shareholders from earnings generated starting January 1, 2014. Dividends paid will be free of Income taxes if they come from the ("CUFIN"). Dividends that exceed the ("CUFIN") and of the*Cuenta de Utilidad Fiscal Reinvertida*("CUFINRE") will cause a tax equivalent to42.86%. Dividends paid that come from profits by the ISR will not be subject to any withholding or additional payment of taxes.

Shareholders may contribute certain amounts for future increases in capital stock, either in fixed or variable capital. Said contributions will be kept in a special account until the shareholders meeting authorizes an increase in the capital stock of the Company, at which time each shareholder will have a preferential right to subscribe and pay the increase with the contributions previously made. As it is not strictly regulated in Mexican law, the shareholders meeting may agree to return the contributions to the shareholders or even set a term in which the increase in the capital stock must be authorized. As of December 31, 2025 and 2024, the Company had balance of US$0.1 in both years.

a) Earnings (loss) per share

Basic earnings (loss) per share ("EPS or LPS") amounts are calculated by dividing the net earnings (loss) for the year attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the period.

Diluted EPS (LPS) amounts are calculated by dividing the earnings (loss) attributable to ordinary equity holders of the parent (after adjusting for interest on the convertible preference shares, if any), by the weighted average number of ordinary shares outstanding during the year plus the weighted average number of ordinary shares that would be issued on conversion of all the dilutive potential ordinary shares into ordinary shares (to the extent that their effect is dilutive).

The following table shows the calculations of the basic and diluted earnings income per share for the years ended December 31, 2025, 2024 and 2023.

	As of December 31,					
	2025		2024		2023	
Net (loss) income for the year	**US$**	**(103,872)**	US$	126,375	US$	7,819
Weighted average number of shares outstanding (in thousands):						
Basic		**1,149,208**		1,150,743		1,152,609
Diluted		**1,149,208**		1,165,859		1,165,451
(Loss) earnings per share:						
Basic	**US$**	**(0.090)**	US$	0.110	US$	0.007
Diluted	**US$**	**(0.090)**	US$	0.108	US$	0.007

There have been no other transactions involving ordinary shares or potential ordinary shares between the reporting date and the date of authorization of these

financial statements.

20. Income tax

a) In accordance with the MITL, the Company and its Mexican subsidiaries are subject to income tax and each files its tax returns on an individual entity basis an the related tax results are included in the accompanying consolidated financial statements. The income tax is computed taking into consideration the taxable and deductible effects of inflation, such as depreciation calculated on adjusted assets values. Taxable income is increased or reduced by the effects of inflation on certain monetary assets and liabilities through the annual inflation adjustment.

(i) Based on the approved law, corporate income tax current rate for 2025, 2024 and 2023 and thereafter is 30%.

(ii) The tax rules include limits in the deductions of the exempt compensation amount certain items, as follows: Wages and benefits paid to workers 47% of income paid to workers and in certain cases up to 53% (holiday bonus, savings fund, employee profit sharing, seniority premiums) will be deductible for employers. As a result, certain wage and salary provisions have difference between tax and book values at year-end.

(iii) The MITL sets forth criteria and limits for applying some deductions, such as: the deduction of payments which, in turn, are exempt income for workers contributions for creating or increasing provisions for pension funds, contributions to the Mexican Institute of Social Security payable by the worker that are paid by the employer, as well as the possible non-deduction of payments made to related parties in the event of failing to meet certain requirements.

(iv) Taxable income for purposes of the employee profit sharing is the same used for the Corporate Income Tax except for certain items.

(v) A 10% withholding tax is imposed on dividends distributions to individuals and foreign shareholders from earnings generated starting January 1, 2014.

The income tax rates for 2025, 2024 and 2023 were in Guatemala 25%, Costa Rica 30% and El Salvador 30%.

b) For the years ended December 31, 2025, 2024 and 2023, the Company reported on a consolidated basis taxable income of US$19,112, US$299,332 and US$59,984, respectively, which was partially offset by tax losses from prior years.

In accordance with the MITL and Costa Rican Income Tax Law (CRITL), tax losses may be carried forward against taxable income generated in the succeedi ten and three years, respectively. Carryforward tax losses are adjusted based on inflation.

In accordance with Guatemala Income Tax Law (GITL) and El Salvador Income Tax Law (ESITL), tax losses cannot be carried forward against taxable incor generated.

c) An analysis of consolidated income tax expense for the years ended December 31, 2025, 2024 and 2023 is as follows:

Consolidated statements of operations

	2025	2024	2023
Current income tax expense	**US$ (65,288)**	US$ (104,184)	US$ (21,939)
Deferred income tax benefit	**79,664**	47,870	22,316
Total income tax benefit (expense)	**US$ 14,376**	US$ (56,314)	US$ 377

Consolidated statements of comprehensive income

	2025	2024	2023
Deferred income tax related to items recognized in OCI during the year			
(Loss) gain on derivate financial instruments	**US$ (124)**	US$ 118	US$ 362
Benefit from remeasurement of employee benefits	**382**	39	32
Benefit deferred income tax recognized in OCI	**US$ 258**	US$ 157	US$ 394

d) A reconciliation of the statutory corporate income tax rate to the Company's effective tax rate for financial reporting purposes is as follows:

The Company's effective income tax reconciliation using domestic tax rate

	2025	**%**	2024	%	2023	%
Statutory income tax rate	**US$ (35,474)**	**30.00%**	US$ 54,806	30.00%	US$ 2,233	30.00%
Amendment tax return effects and other tax adjustments	**(521)**	**0.44%**	(17,467)	(9.56%)	7,074	95.05%
Inflation on furniture, intangible and equipment	**623**	**(0.53%)**	(938)	(0.51%)	(1,370)	(18.41%)
Inflation of tax losses	**165**	**(0.14%)**	(463)	(0.25%)	(6,734)	(90.48%)
Foreign countries difference with Mexican statutory rate	**(9)**	**0.01%**	(18)	(0.01%)	21	0.28%
Annual inflation adjustment	**(3,036)**	**2.57%**	(5,304)	(2.90%)	(3,262)	(43.83%)
Effect unrecognized NOLs	**(892)**	**0.75%**	186	0.10%	3,030	40.71%
Non-deductible expenses	**7,391**	**(6.25%)**	16,728	9.16%	26,132	351.15%
Difference in foreign exchange losses for tax purposes	**17,377**	**(14.69%)**	8,784	4.80%	(27,501)	(369.53%)
	US$ (14,376)	**12.16%**	US$ 56,314	30.83%	US$ (377)	(5.06%)

Mexican income tax matters

For Mexican purposes, corporate income tax is computed on accrued basis. MITL requires taxable profit to be determined by considering revenue net of tax deductions. Prior years' tax losses can be utilized to offset current year taxable income. Income tax is determined by applying the 30% rate on the net amount after tax losses utilization. For tax purposes, income is considered taxable at the earlier of: (i) the time the revenue is collected, (ii) the service is provided or (iii) the time of the issuance of the invoice. Expenses are deductible for tax purposes generally on an accrual basis, with some exceptions, once the requirements established in the tax law are fulfilled.

Central America (Guatemala, Costa Rica and El Salvador)

According to "GITL", under the regime on profits from business activities, net operating losses cannot offset taxable income in prior or future years. For the year ended December 31, 2025, 2024 and 2023, our subsidiary in Guatemala generated tax profit (loss) of US$211, US$966 and US$623, respectively.

According to "CRITL", under the regime on profits from business activities, tax losses can offset taxable income in a term of three years. For the years ende December 31, 2025, 2024 and 2023, our subsidiary in Costa Rica generated net operating profit (loss) for an amount of US$3,400), US$558 and US$(9,503), respectively. Regarding operating loss no deferred tax asset has been recognized.

According to "ESITL", under the regime on profits from business activities, net operating losses cannot offset taxable income in prior or future years. For th years ended December 31, 2025, 2024 and 2023, our subsidiary in El Salvador generated net operating gain for an amount of US$1,261, US$35,809 and US$3,245, respectively.

e) An analysis of consolidated deferred taxes is as follows:

	As of December 31,			
	2025		2024	
Deferred income tax assets:				
Lease liability	**US$**	**974,225**	US$	871,608
Unearned transportation revenue		**79,186**		14,440
Aircraft and engine lease return obligation		**73,009**		98,933
Tax losses available for offsetting against future taxable income		**965**		234
Allowance for doubtful accounts		**463**		431
Other financing agreements		**115,385**		92,640
Employee benefits		**4,389**		4,256
Employee profit sharing		**99**		8,195
Derivative financial instruments		**59**		317
Provisions		**85,619**		33,993
		1,333,399		1,125,047
Deferred income tax liabilities:				
Right-of-use asset		**738,703**		659,190
Supplemental rent		**40,857**		59,844
Rotable spare parts, furniture and equipment, net		**184,498**		120,585
Inventories		**5,018**		5,262
Other prepayments		**1,182**		2,981
Prepaid expenses and other assets		**14,954**		8,914
		985,212		856,776
	US$	**348,187**	US$	268,271

As of December 31, 2025 and 2024 the amount of deferred income tax as follows:

	2025		2024	
Deferred income tax assets	**US$**	**359,770**	US$	286,199
Deferred income tax liabilities		**(11,583)**		(17,928)
Deferred income tax assets, net	**US$**	**348,187**	US$	268,271

A reconciliation of deferred income tax asset, net is as follows:

	2025		2024	
Opening balance as of January 1,	**US$**	**268,271**	US$	220,316
Deferred income tax benefit during the current year recorded on profits		**79,664**		47,870
Deferred income tax benefit during the current year recorded in accumulated other comprehensive loss		**258**		157
Conversion effects		**(6)**		(72)
Closing balance as of December 31,	**US$**	**348,187**	US$	268,271

According to IAS 12, "Income Taxes", a deferred income tax asset should be recognized for the carry-forward of available tax losses to the extent that it is

probable that future taxable income will be available against which the available tax losses can be utilized. In these regards, the Company has recognized as of December 31, 2025 and 2024 a deferred tax asset for tax losses of US$965 and US$234, respectively.

An analysis of the available tax losses carry-forward of the Company at December 31, 2025 is as follows:

Year of loss	Historical Losses	Adjusted losses	Amortized losses	Amount outstanding to amortize	Year of expiration
2020	US$ 3,145	US$ 2,894	US$ 1,926	US$ 968	2030
2021	630	793	—	793	2031
2022	5,509	5,545	292	5,253	2026
2023	13,693	13,693	—	13,693	2027
2024	2,340	2,421	282	2,139	2028
	US$ 25,317	**US$ 25,346**	**US$ 2,500**	**US$ 22,846**	

During the years ended December 31, 2025 and 2024, the Company utilized US$2,500 and US$107,885 of the available tax loss carry-forwards, respectively.

A breakdown of available tax loss carry-forward of Controladora and its subsidiaries as of December 31, 2025, is as follows:

	Historical loss	Adjusted losses	Amortized losses	Total amount outstanding to amortize
Vuela Aviación	**US$ 19,630**	**US$ 19,630**	**US$ —**	**US$ 19,630**
Comercializadora	**4,119**	**4,866**	**(1,650)**	**3,216**
Viajes Vuela	**1,568**	**850**	**(850)**	**—**
	US$ 25,317	**US$ 25,346**	**US$ (2,500)**	**US$ 22,846**
Unrecognized Net Operating Losses (NOLs)				**(19,630)**
				US$ 3,216
Tax rate				**30%**
Deferred income tax				**US$ 965**

The temporary differences associated with investments in the Company's subsidiaries, for which a deferred tax liability has not been recognized in the periods presented, aggregate in 2025 was US$19,492 (2024 was US$15,679). The Company has determined that the undistributed profits of its subsidiaries will not be distributed in the foreseeable future. The Company has an agreement with its associate that the profits of the associate will not be distributed until it obtains the consent of the Company. The Company does not anticipate giving such consent at the reporting date. Furthermore, the Company will not distribute its profits until it obtains the consent of all venture partners.

f) At December 31, 2025, the Company had the following tax balances:

	2025
Cuenta de Capital de Aportación ("CUCA")	**US$ 335,667**
Cuenta de Utilidad Fiscal Neta ("CUFIN")	**344,445**

As of December 31, 2025, the Company has tax proceedings regarding uncertain tax positions by an amount of about US$8.6 million, associated to the deductibility of certain Company expenses during 2013, 2014 and 2015. The Company has filed legal administrative procedures. Volaris considers that has solid arguments to believe that it will not have adverse effects as such no adjustments have been considered. Nonetheless, until all stages in the procedures are exhausted in each proceeding, the Company cannot assure the achievement of a final favorable resolution.

21. Operating revenues

For the years ended December 31, 2025, 2024 and 2023, the revenues from contracts with customers is described as follows:

	At the flight time		At the sale		Total
Revenue recognition for the year ended December 31, 2025	**Domestic**	**International**	**Domestic**	**International**	**Revenues**
Passenger revenues					
Fare revenues	US$ 734,341	US$ 567,409	US$ —	US$ —	US$ 1,301,750
Other passenger revenues	**920,049**	**645,837**	**8,492**	**6,287**	**1,580,665**
	1,654,390	**1,213,246**	**8,492**	**6,287**	**2,882,415**
Non-passenger revenues					
Other non-passenger revenues	**134,023**	**460**	**—**	**—**	**134,483**
Cargo	**2,152**	**18,466**	**—**	**—**	**20,618**
Total	**US$ 1,790,565**	**US$ 1,232,172**	**US$ 8,492**	**US$ 6,287**	**US$ 3,037,516**

	At the flight time		At the sale		Total
Revenue recognition for the year ended December 31, 2024	Domestic	International	Domestic	International	Revenues

Passenger revenues								
Fare revenues	US$	930,837	US$	586,269	US$ —	US$ —	US$	1,517,106
Other passenger revenues		902,312		572,923	10,587	6,771		1,492,593
		1,833,149		1,159,192	10,587	6,771		3,009,699
Non-passenger revenues								
Other non-passenger revenues		110,691		860	—	—		111,551
Cargo		2,122		18,504	—	—		20,626
Total	US$	1,945,962	US$	1,178,556	US$ 10,587	US$ 6,771	US$	3,141,876

Revenue recognition for the year ended December 31, 2023	Domestic	International	Domestic	International	Revenues
	At the flight time		At the sale		Total
Passenger revenues					
Fare revenues	US$ 1,027,699	US$ 622,588	US$ —	US$ —	US$ 1,650,287
Other passenger revenues	901,331	551,075	12,964	7,867	1,473,237
	1,929,030	1,173,663	12,964	7,867	3,123,524
Non-passenger revenues					
Other non-passenger revenues	114,318	1,106	—	—	115,424
Cargo	4,432	15,593	—	—	20,025
Total	US$ 2,047,780	US$ 1,190,362	US$ 12,964	US$ 7,867	US$ 3,258,973

Transactions from unearned transportation revenues

	2025	2024
January 1,	**US$ 342,777**	US$ 343,400
Deferred	**2,900,434**	3,009,076
Recognized in revenue during the year	**(2,882,415)**	(3,009,699)
December 31,	**US$ 360,796**	US$ 342,777

The performance obligations related to contract liability are recognized over the following 12 months and are related to the scheduled flights and other passenger services purchased by the client in advance.

22. Other operating income and expenses

An analysis of other operating income is as follows:

	2025	2024	2023
Gain on sale and leaseback (Note 12)	**US$ 29,296**	US$ 32,175	US$ 8,275
Gain on sale of rotable spare parts, furniture and equipment and others	**6,817**	1,458	3,540
Other income	**186,143**	172,811	42,895
	US$ 222,256	US$ 206,444	US$ 54,710

An analysis of other operating expenses is as follows:

	2025	2024	2023
Administrative and operational support expenses	**US$ 43,106**	US$ 72,516	US$ 110,556
Technology and communications	**39,965**	33,956	29,651
Other operating expenses	**18,109**	18,983	17,996
Passenger services	**8,355**	7,260	5,930
Insurance	**7,366**	6,533	5,731
	US$ 116,901	US$ 139,248	US$ 169,864

23. Finance income and cost

An analysis of finance income is as follows.

	2025	2024	2023
Interest on cash and equivalents	**US$ 34,312**	US$ 39,941	US$ 32,461
Interest on recovery of guarantee deposits	**12,747**	8,079	4,611
Interest on cash and equivalents held in the trust CIB/3249	**782**	1,424	1,150
	US$ 47,841	US$ 49,444	US$ 38,222

An analysis of finance cost is as follows:

	2025	2024	2023
Interest expense on lease liabilities and aircraft and engine lease return obligation (Note 14)	**US$ 266,008**	US$ 250,530	US$ 191,967
Interest on debts and borrowings [1]	**25,610**	14,125	2,851
Interest on asset backed trust notes	**12,676**	19,496	16,969
Cost of letter credit notes	**7,482**	6,744	5,477
Other finance costs	**1,276**	1,497	1,153
Derivative financial instruments loss (Note 4)	**724**	896	579
Bank fees and others	**363**	351	347
	US$ 314,139	US$ 293,639	US$ 219,343

(1) The borrowing costs related to the construction of qualifying assets are capitalized as part of the cost of the asset (Note 12). Interest expense not capitalized is related to the short-term working capital facility.

	2025	2024	2023
Interest on debts and borrowings	**US$ 47,897**	US$ 49,232	US$ 24,752
Capitalized interest (Note 12)	**(22,287)**	(35,107)	(21,901)
Net interest on debts and borrowing in the consolidated statements of operations	**US$ 25,610**	US$ 14,125	US$ 2,851

24. Components of accumulated other comprehensive loss

a. An analysis of the accumulated other comprehensive loss for the years ended December 31, 2025 and 2024 is as follows:

	Remeasurements of employee benefits	Derivative financial instruments	Exchange differences on the translation of foreign operations	Total
Other comprehensive loss:				
Net balances as of December 31, 2023	US$ (622)	US$ (922)	US$ (143,904)	US$ (145,448)
Comprehensive loss of the year	(130)	(394)	(3,879)	(4,403)
Benefit due to deferred income tax	39	118	—	157
Net balances as of December 31, 2024	(713)	(1,198)	(147,783)	(149,694)
Comprehensive loss (income) of the year	**(1,272)**	**415**	**3,543**	**2,686**
Benefit (expense) due to deferred income tax	**382**	**(124)**	**—**	**258**
Net balances as of December 31, 2025	**US$ (1,603)**	**US$ (907)**	**US$ (144,240)**	**US$ (146,750)**

b. An analysis of the effects of the derivative financial instruments in other comprehensive income (loss) for the years ended December 31,2025, 2024 and 2023 is as follows.

	2025	2024	2023
Derivative financial instruments:			
Jet fuel Asian call options contracts	**US$ 280**	US$ (307)	US$ —
T-Locks	**25**	(117)	—
Interest rate Cap	**110**	30	(1,175)
Total	**US$ 415**	US$ (394)	US$ (1,175)

25. Commitments and contingencies

Aircraft related commitments and financing arrangements

Committed expenditures for aircraft purchase and related flight equipment under the Airbus purchase agreement, including estimated amounts for contractual price escalations and pre-delivery payments, are as follows:

	Commitment
2026	US$ 355,253
2027	593,684
2028	1,137,129
2029	1,367,682
2030 and thereafter	2,923,055
.	**US$ 6,376,803**

All aircraft acquired by the Company through the Airbus purchase agreement until December 31, 2025, have been executed through sale and leaseback transactions.

In addition, we have commitments to execute sale and leaseback over the next year. The estimated proceeds from these commitments are as follows:

	Aircraft sale prices estimated	
2026	**US$**	**332,000**

For future aircraft deliveries the Company will review the lease and financing structure applicable based on then current market conditions.

The future lease payments for these non-cancellable sale and leaseback contracts are as follows:

	Aircraft leases	
2026	US$	15,876
2027		23,828
2028		23,828
2029		23,828
2030 and thereafter		198,574
	US$	**285,934**

Purchase of additional A320 New Engine Option ("NEO") family aircraft

On December 28, 2017, the Company amended the agreement with Airbus, S.A.S. ("Airbus") for the purchase of additional 80 A320NEO family aircraft to be delivered from 2022 to 2026, which was further amended in July 2020 to reschedule the deliveries between 2023 and 2028. Additionally, in November 2021, the Company entered into a new amendment to the referred agreement to purchase 39 additional A320 New Engine Option ("NEO") Family Aircraft to be delivered between 2023 and 2029, in addition to the acquisition of these 39 aircraft, the Company exercised its rights under the purchase agreement with Airbus to convert 19 aircraft from A320NEO to A321NEO aircraft of its current order, all to support the Company's targeted growth markets in Mexico, United States, Central America and South America.

On October 10, 2022, the Company executed an amendment to our existing Airbus purchase agreement for the purchase of 25 A321NEO aircraft, all to be delivered in 2030.

On November 26, 2024, the Company entered into an amendment agreement with Airbus to the existing purchase agreement to reschedule the deliveries for the 131 aircraft then pending to be delivered between 2025 and 2031.

Litigation

The Company is a party to legal proceedings and claims that arise in the ordinary course of business. Certain proceedings are considered possible obligations. Based on the plaintiffs' claims, as of December 31, 2025 and 2024, these possible contingencies amounted to US$19.8 million (US$1.8 million related to legal matters, US$3.3 million related to labor matters and US$14.7 million related to other contributions matters) and US$37.1 million (US$2.1 million related to legal matters, US$5.0 million related to labor matters and US$30.0 million related to other contributions matter), respectively.

26. Operating segments

The Company is managed as a single business unit that provides air transportation services generates revenue from two primary geographic locations identified below:

		2025		2024		2023
Operating revenues:						
Domestic (Mexico)	**US$**	**1,799,057**	US$	1,956,549	US$	2,060,744
International:						
United States of America		**1,004,187**		965,684		931,184
Central America and South America		**234,272**		219,643		267,045
Total operating revenues	**US$**	**3,037,516**	US$	3,141,876	US$	3,258,973

Revenues are allocated by geographic locations based upon the origin-destination of each flight. The Company does not have material non-current assets located in foreign countries.

27. Subsequent events

On March 25, 2026, the agreement to establish the new Mexican Airline Group between the Company and Grupo Viva Aerobus, S.A. de C.V. ("Viva") was approved at an extraordinary general shareholders' meeting; however, it remains subject to certain conditions precedent, including regulatory approvals in Mexico, the United States and Colombia. Accordingly, as of the issuance date of the Consolidated Financial Statements, no accounting impact has been recognized.

Effective April 22, 2026, A&P International Services, S.A.P.I. de C.V. is no longer considered a related party of the Company, following the resignation of Harry F. Krensky from the Company's Board of Directors, where he served as an Independent Proprietary Director.

Furthermore, on that same date, José Carlos Silva Sánchez Gavito and Eugenio Macouzet de León submitted their resignations to the Company's Board of Directors from their positions as Independent Alternate Directors.

DESCRIPTION OF SECURITIES

Description of Capital Stock

The following information describes our capital stock. This description may not contain all of the information that is important to you. To understand them fully, you should read our by-laws, a copy of which is incorporated by reference to as an exhibit to the Annual Report on Form 20-F of which this Exhibit is a part. The following descriptions are qualified in their entirety by reference to the by-laws and to the applicable provisions of Mexican law.

General

We are currently incorporated under the name Controladora Vuela Compañía de Aviación, S.A.B. de C.V., as a variable capital public stock corporation, under the laws of Mexico. A copy of our by-laws has been filed with the Mexican National Banking and Securities Commission (the "CNBV") and the Mexican Stock Exchange and is available for inspection at the Mexican Stock Exchange and at the Mexican Stock Exchange's website: www.bmv.com.mx (the contents of which are not a part of, and are not incorporated by reference into, this Exhibit), and an English translation thereof has been filed with the Securities and Exchange Commission (the "SEC") and is available at: www.sec.gov (the contents of which are not a part of, and are not incorporated by reference into, this Exhibit). Our corporate domicile is Mexico City and our headquarters are located at Av. Antonio Dovalí Jaime No. 70, 13th Floor, Tower B, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, Mexico, Mexico City, 01210.

Outstanding Capital Stock

Our capital stock is divided into two series of shares, Series A shares and Series B shares. Series A shares are common shares and may only be owned directly by Mexican individuals or entities controlled by Mexican individuals. Series B Shares are common shares and may be purchased by Mexican or non-Mexican individuals or entities.

On November 22, 2023, the holders of all our outstanding Series B shares converted their Series B shares into Series A Shares represented by Ordinary Participation Certificates (*Certificados de Participación Ordinarios*) ("CPOs") in the form of the corresponding American Depositary Shares. Therefore, we no longer have Series B shares outstanding.

Since we are a variable capital public stock corporation, our capital stock must have a fixed portion, currently represented by Series A shares and may have a variable portion represented both by Series A and Series B shares. Our by-laws set forth that Series B shares may not represent more than 49% of our outstanding capital stock that is not underlying CPOs at any time. All or a portion of our Series A shares may underlie CPOs and can be purchased by non-Mexican investors.

Non-Mexican investors are only entitled to hold Series A shares through CPOs (including CPOs in the form of ADSs), which give non-Mexican investors economic rights but not voting rights.

We have obtained authorization from the Mexican Ministry of Economy (*Secretaría de Economía*) to issue up to 90% of our outstanding shares representing capital stock in the form of CPOs.

Changes to Capital Stock

The fixed portion of our capital stock may be increased or decreased by a resolution adopted at a general extraordinary shareholders' meeting and upon amendment of our by-laws. The variable portion of our capital stock may be increased or decreased by a resolution adopted at a general ordinary shareholders' meeting without amending our by-laws. Increases or decreases in the fixed or variable portion of the capital stock must be recorded in our registry of capital variations. New shares cannot be issued unless the then-issued shares have been paid in full.

Registration and Transfer

Our shares are evidenced by share certificates in registered form. Our shareholders may hold their Series A shares in the form of physical certificates if they are Mexican, or through Series A shares (in the case of Mexican investors) or CPOs (in the case of non-Mexican investors) that are maintained in book-entry form with institutions which have accounts with the Mexican depositary institution, S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V., or Indeval. The CPO trustee is the holder of record of the Series A shares underlying our CPOs. Accounts may be maintained at Indeval by brokers, banks and other financial institutions and entities authorized for this purpose. We maintain a stock registry and only those persons listed in such stock registry and holding certificates issued in their name as registered holders, or persons holding Series A shares or CPOs through institutions that maintain accounts with Indeval, will be recognized as our shareholders.

Pursuant to Mexican law, any transfer of shares must be registered in our stock registry, if effected physically, or through book entries that may be traced back from our stock registry to the records of Indeval, if effected through book-entry CPOs or Series A shares.

Change of Control Provisions

Subject to certain exceptions (including those applicable to transfers or acquisitions or certain other transactions by or among our current shareholders or in the case of mergers to the extent that we are the surviving entity), our by-laws require that any acquisition of our shares (whether directly or by acquiring ADSs or CPOs), resulting in beneficial ownership of shares representing 5% or more of our outstanding capital stock (or any multiple of 5%), or any proposal by any person or group of persons to enter into an agreement among shareholders that would result in such person or group of persons effectively having control of the voting rights of 20% or more of our outstanding capital stock or will result in a change of control, will require the prior approval of our board of directors.

In the event that approval is not granted, our board of directors or our shareholders may decide, among other things, to require any such person or group of persons to reverse the transaction or to transfer the shares (whether held directly or through ADSs or CPOs) to a third party interested in acquiring the securities at a reference price specified by our board of directors. In addition, such person or group of persons desiring to purchase 5% or more of our outstanding capital stock will be required to follow certain procedures, including observing certain time periods specified in our by-laws.

Any potential purchaser who proposes to acquire our shares (whether directly or by acquiring ADSs or CPOs), resulting in beneficial ownership of 20% or more of our outstanding capital stock, will be required to make a tender offer for 100% of our outstanding capital stock (including any Series A shares evidenced by CPOs or ADSs) at a price at least equal to the highest of (i) the most recent publicly reported book value per share, (ii) the highest trading price of our Series A shares on the Mexican Stock Exchange within the 365 days prior to the request for approval or approval of the board of directors of the relevant transaction, and (iii) the highest price per share or CPO, as the case may be, paid by the purchaser or, in the case of the ADSs the equivalent thereto, plus, in each case, a 30% premium or a different premium determined by our board of directors, considering the opinion of a reputable investment bank.

Any acquisition of our shares, CPOs or ADSs in contravention of the procedures described above will result in the purchaser not having any voting rights in respect to the purchased securities. No transfer in breach of these provisions will be registered in our stock registry.

Shareholders' Meetings

Calls. Under Mexican law and our by-laws, shareholders' meetings may be called by:

- our board of directors, the chairman of our board of directors or the secretary of the board of directors;
- shareholders representing at least 10% of our outstanding capital stock who may request that the chairman of the board of directors or the chairman of the audit committee or the chairman of the corporate governance committee to call a shareholders' meeting;

- any shareholder, provided that no annual ordinary meeting has been held for two consecutive years or the annual shareholders' meeting did not address the matters required to be addressed in the annual shareholders' meetings;
- a Mexican court of competent jurisdiction, in the event the board of directors does not comply with a valid request of the shareholders described in the two bullet points above; and
- the audit committee and the corporate governance committee.

Calls for shareholders' meetings will be required to be published in the electronic system implemented by the Mexican Ministry of Economy (*Secretaría de Economía*) at least 15 days before the scheduled date of the shareholders' meeting. Calls will have to contain the matters to be addressed at the meeting. From the date on which a call is published until the date of the corresponding meeting, all relevant information will be made available to the shareholders at our executive offices. To attend a shareholders' meeting, shareholders will have to be either registered in the stock registry, present evidence of the deposit of their certificates with a financial institution or deposit them with our secretary, or present certificates issued by the custodian of the holder of our Series A shares, together with an Indeval certification. Investors holding our CPOs may not vote nor cause the underlying Series A shares to be voted by the CPO trustee.

Shareholders' Meetings. General shareholders' meetings may be general ordinary shareholders' meetings or general extraordinary shareholders' meetings.

General ordinary shareholders' meetings will be those called to discuss any issues not reserved for extraordinary meetings. General ordinary shareholders' meetings will have to be held at least once a year, during the first four months following the end of each fiscal year to:

- approve financial statements for the preceding fiscal year;
- discuss and approve the audit committee and the corporate governance committees' annual reports, and determine how to allocate net profits for the preceding year (including, if applicable, the payment of dividends);
- elect directors;
- appoint the president of the audit committee and the corporate governance committees;
- approve any increase or decrease in the variable portion of our capital stock and the issuance of the corresponding shares;
- approve the chief executive officer's annual report together with the board of directors' report and the board of directors' opinion;
- determine the maximum amount of resources allocated to share repurchases; and
- approve any transaction representing 20% or more of our consolidated assets during any fiscal year.

General extraordinary shareholders' meetings will be those called to consider:

- an extension of our duration or voluntary dissolution;
- an increase or decrease in the fixed portion of our capital stock and the issuance of the outstanding stock;
- issuance of shares for purposes of a public offering;
- any change in our corporate purpose or nationality;
- any merger or transformation into another type of company;
- any issuance of preferred stock;
- the redemption of shares with retained earnings;
- any amendments to our by-laws including amendments to provisions addressing change of control;
- any other matters provided for by law or our by-laws; and
- the cancellation of the registration of shares at the Mexican National Securities Registry.

A special shareholders' meeting, comprising a single class of shares, may be called if an action is proposed to be taken that may only affect such class. The quorum for a special meeting of shareholders and the vote required to pass a resolution at a special Series B shareholders' meeting are identical to those required for extraordinary meetings of shareholders, except that the calculations are based upon the number of outstanding Series B shares.

Except as described below, the attendance quorum for general ordinary shareholders' meetings will be 51% of the outstanding capital stock, and resolutions may be taken by a majority of the capital stock represented therein. If the attendance quorum is not met upon the first call, a subsequent meeting may be called, the attendance quorum of which will also be 51% of the outstanding capital stock and resolutions may be taken by a majority of the capital stock represented at such meeting. Except as described below, the attendance quorum for general extraordinary shareholders' meetings will be at least 75% of our outstanding capital stock. If an attendance quorum is not met upon the first call, a subsequent meeting may be called, at which at least 51% of the capital stock must be represented. In either case, resolutions must be taken by the vote of shares representing at least 50% plus one of the shares representing our outstanding capital stock, except for resolutions in respect to the cancellation of the registration of shares at the Mexican National Securities Registry which require that at least 95% of the outstanding capital stock vote in favor of such resolution.

Holders of our shares will not have cumulative voting rights.

Voting Rights

Holders of ADSs and CPOs will not be entitled to vote, at any time, the underlying Series A shares. Mexican holders of Series A shares will be entitled to vote their shares on all matters. Holders of Series B shares were entitled to vote their shares on all matters.

Series A shares underlying the CPOs and CPOs underlying the ADSs will be voted by the CPO trustee in the same manner as the majority of Series A shares votes cast at the relevant shareholders' meeting under all circumstances.

Election of Directors

Our board of directors is currently comprised of 12 principal members and one alternate member. Nine members of our board of directors currently qualify as independent. Whether a director qualifies as independent must be determined by our shareholders (at the general shareholders' meeting at which the director is elected and at the annual general shareholders meeting), and such determination may be challenged by the CNBV within 30 days following the date in which the appointment of the director is notified to the CNBV. The CNBV may only challenge the appointment after a hearing with us and the affected director. Our officers, individuals who have a material influence on us or authority to direct our management or business decisions, and individuals who are part of our group of majority shareholders may not be deemed independent directors.

Under our by-laws and the Securities Market Law, any shareholder or group of shareholders representing 10% of our outstanding capital stock, have the right to appoint one director for each such 10% ownership stake.

Preemptive Rights

Under Mexican law, our shareholders (holding shares directly or through CPOs) have preemptive rights for all share issuances except in the cases noted below. Generally, if we issue additional shares of capital stock, our shareholders will have the right to purchase the number of shares necessary (or CPOs, subject to applicable U.S. securities laws, representing such shares and subject to the CPO trustee being permitted to issue or release the necessary additional CPOs) to maintain their existing ownership percentage. Shareholders must exercise their preemptive rights within the time period set forth by our shareholders at the meeting approving the relevant issuance of additional shares. This period must be equal to at least 15 days following the publication of notice of the issuance in the electronic system implemented by the Mexican Ministry of Economy (*Secretaría de Economía*). Under Mexican law, shareholders cannot waive their preemptive rights in advance, and preemptive rights may not be represented by an instrument that is negotiable separately from the corresponding share.

The preemptive rights specified in the prior paragraph will not apply (i) in the case of shares issued in connection with mergers, (ii) in the case of resale of shares held in our treasury, as a result of repurchases of shares conducted on the Mexican Stock Exchange or otherwise, (iii) in the event that holders of our shares entitled to vote approve the issuance of the unsubscribed shares for purposes of a public offering at an extraordinary shareholders' meeting called for such purpose provided requirements specified in Article 53 of the Mexican Securities Market Law are satisfied, and (iv) in respect of shares issued for conversion of any convertible securities.

If we issue new Series A shares for cash, in accordance with our by-laws and the CPO trust, non-Mexican holders of our CPOs (directly or through ADSs) may not exercise their preemptive rights, unless we cause the CPO trustee to issue additional CPOs (to the extent possible), to permit the non-Mexican holders of CPOs to exercise preemptive rights by purchasing and holding newly issued Series A shares through CPOs. Although we expect to take all measures necessary to maintain sufficient CPOs available to permit non-Mexican holders of CPOs to exercise preemptive rights in respect of underlying Series A shares, no assurances can be made that we will be able to do so, particularly because regulatory approvals in Mexico are necessary for the issuances of additional CPOs. Mexican holders of Series A shares may exercise their preemptive rights if we issue new Series A shares for cash. Non-Mexican holders of CPOs may suffer dilution if we issue new Series A shares in exchange for cash and CPOs are not available to represent the additional Series A shares.

Dividends

Our board of directors must submit our financial statements for the previous fiscal year, proposed and prepared by our chief executive officer and supplemented by a report of our board of directors,

at our annual ordinary general shareholders' meeting for approval. Once our shareholders approve our financial statements, they are required to allocate net profits for the previous fiscal year. Under Mexican law and our by-laws, prior to any distribution of dividends, 5% of our net earnings must be allocated to a legal reserve fund, until such legal reserve fund is equal to at least 20% of our paid-in capital stock. Additional amounts may be allocated to other reserve funds as the shareholders may determine, including the amount allocated to the reserve fund for the repurchase of shares. The remaining balance, if any, may be distributed as dividends.

Redemption

In accordance with our by-laws, shares representing our capital stock are subject to redemption in connection with either (i) a reduction of capital stock, or (ii) a redemption with retained earnings, which in either case must be approved by our shareholders. In connection with a capital reduction, the redemption of shares will be made *pro rata* among the shareholders but in no case will the redemption price be less than the book value of such shares as determined pursuant to our latest statements of financial position approved at a general ordinary shareholders' meeting or by means of a tender offer conducted on the Mexican Stock Exchange at prevailing market prices, in accordance with the Mexican Corporations Law, the Mexican Securities Market Law and our by-laws.

Dissolution or Liquidation

Upon our dissolution or liquidation, our shareholders will appoint one or more liquidators at an extraordinary general shareholders' meeting to wind up our affairs. All fully paid and outstanding shares of capital stock will be entitled to participate equally in any liquidating distributions.

Certain Minority Protections

Pursuant to the Mexican Securities Market Law and the Mexican Corporations Law, our by-laws include a number of minority shareholder protections. These minority protections will include provisions that permit:

- holders of at least 10% of our outstanding capital stock:
  - to request a call for a shareholders' meeting;
  - to request that resolutions with respect to any matter on which they were not sufficiently informed be postponed; and
  - to appoint one member of our board of directors and one alternate member of our board of directors.

- holders of 20% of our outstanding capital stock to oppose any resolution adopted at a shareholders' meeting and file a petition for a court order to suspend the resolution temporarily, within 15 days following the adjournment of the meeting at which the action was taken, provided that (i) the challenged resolution violates Mexican law or our by-laws, (ii) the opposing shareholders neither attended the meeting nor voted in favor of the challenged resolution, and (iii) the opposing shareholders deliver a bond to the court to secure payment of any damages that we may suffer as a result of suspending the resolution, in the event that the court ultimately rules against the opposing shareholder; and

- holders of 5% of our outstanding capital stock may initiate a shareholder derivative suit against some or all of our directors, for violations of their duty of care or duty of loyalty, for our benefit, in an amount equal to the damages or losses caused to us. Actions initiated on these grounds have a five year statute of limitations.

Other Provisions

Foreign Investment Regulations

Mexico's Foreign Investment Law restricts ownership by non-Mexicans of our capital stock to 49% of the capital stock not otherwise represented by CPOs. Our amended by-laws establish that only Mexican investors may acquire our Series A shares directly. Currently, we do not have any Series B shares, in the event that we were to issue Series B shares, Non-Mexican investors may acquire our Series B shares directly. As required by Mexican law, our by-laws provide that if a non-Mexican investor acquires a direct interest or participation in a Series A share representing our capital stock at any time, such Series A share will be forfeited to the Mexican government. The Mexican Foreign Investment Law permits non-Mexican investors to hold our Series A shares indirectly through neutral shares or securities such as the CPOs.

Duration

Our corporate existence under our by-laws is indefinite.

Purchase of Shares by Us

We will be able to purchase our shares (or CPOs evidencing such shares) through the Mexican Stock Exchange at the prevailing market prices for the shares at the time of purchase. The economic and voting rights corresponding to repurchased shares will not be exercised during the period the shares are owned by us, and the shares will not be deemed outstanding for purposes of calculation any quorum or vote at any shareholders' meeting. We will not be required to create a special reserve for the repurchase of shares and we will not require the approval of our board of directors to effect share repurchases. However, we will require the approval of our shareholders in respect of the maximum amount that may be used for share repurchases and our board of directors must appoint an individual or group of individuals for effecting share repurchases. Share repurchases will have to be made subject to the provisions of applicable law, including the Mexican Securities Market Law, and carried out, reported and disclosed in the manner specified by the CNBV. If we intend to repurchase shares representing more than 1% of our outstanding capital stock at a single trading session, we will be required to inform the public of such intention, at least ten minutes before submitting our bid.

If we intend to repurchase shares representing 3% or more of our outstanding capital stock during any rolling period of twenty trading days, we will be required to conduct a public tender offer for such shares.

On April 21, 2023, our shareholders approved the establishment of a repurchase program, or Repurchase Program, of our shares in accordance with the terms set forth in Article 56 of the Mexican Securities Market Law and the applicable articles of the Regulations Applicable to Issuers of Securities and Other Participants of the Securities Market (*Disposiciones de carácter general aplicables a las emisoras de valores y a otros participantes del mercado de valores*) and the development of the terms and conditions of the Repurchase Program.

In addition, our board of directors was given the authority to develop the terms and conditions of the Repurchase Program taking into consideration Article 56 of the Mexican Securities Market Law, our capital requirements and any other factors it may deem critical. However, we cannot allocate proceeds or capital to the program until it complies with the requirements established in Article 56 of the Mexican Securities Market Law and other applicable provisions, provided that, the maximum amount of proceeds or capital allocated for the acquisition of our shares would be up to an amount equivalent to 5% of our capital stock with a cap of U.S. $100,000,000.00, provided, further, that the amount of proceeds or capital allocated for such purposes, in any case, must be approved, for each fiscal year, by the general ordinary shareholders' meeting, and any such approval shall be in compliance with Article 56 of the Mexican Securities Market Law.

Purchases of Shares by our Subsidiaries

Our subsidiaries or other entities controlled by us may not purchase, directly or indirectly, shares representing our capital stock or shares of companies or entities that are our shareholders.

Conflicts of Interest

Under Mexican law, any shareholder that has an opposing interest to ours, must abstain from discussing and voting on the relevant matter. Any such shareholder that votes in a transaction in which its interests conflict with our interest may be liable for damages and losses, but only if the transaction would not have been approved without such shareholder's vote.

A member of the board of directors that has an opposing interest to ours must disclose such opposing interest and abstain from any deliberation or vote in connection therewith. A breach by any member of the board of directors of any such obligations may result in the director being liable for damages and losses.

Exclusive Jurisdiction

Our by-laws provide that, in connection with any controversy between our shareholders and us, or between our shareholders, in connection with any matter related to us, both we and our shareholders must submit to the jurisdiction of the courts of Mexico City, Mexico.

Appraisal Rights

Whenever our shareholders approve a change in our corporate purpose, jurisdiction of organization or transformation from one corporate form to another, any shareholder entitled to vote that voted against the matters approved has the right to withdraw and receive the book value of its shares as set forth in the financial statements last approved by our shareholders, provided that the shareholder exercises this appraisal right within 15 days after the meeting at which the relevant matter was approved. Since holders of our CPOs may have no voting rights, appraisal rights generally will not be available to them.

Cancellation of Registration in the Mexican National Securities Registry

In accordance with our by-laws, and as set forth in the Mexican Securities Market Law, we will be required to make a public tender offer for the purchase of stock held by minority shareholders, in the event that the registration of our Series A shares with the Mexican National Securities Registry is cancelled, either as a result of our determination or by an order of the CNBV. Our controlling shareholders will be secondarily liable for these obligations. A controlling shareholder will be deemed to be a shareholder that holds a majority of our capital stock, has the ability to control the outcome of decisions made at a shareholders or board of directors meeting, or has the ability to appoint a majority of the members of our board of directors. The price at which the stock must be purchased is the higher of:

- the average quotation price on the Mexican Stock Exchange for the 30 days prior to the date of the tender offer, or
- the book value, as reflected in the report filed with the CNBV and the Mexican Stock Exchange.

If the tender for cancellation is requested by the CNBV, it must be initiated within 180 days from the date of the request. If initiated by us, under the Mexican Securities Market Law, the cancellation must be approved by 95% of our shareholders.

Our board of directors must make a determination with respect to fairness of the tender offer price, taking into consideration the minority shareholders' interest, and disclose its opinion within 10 business days from the commencement of the offering.

The resolution of the board of directors may be accompanied by a fairness opinion issued by an expert selected by our audit committee.
Directors and first level officers are required to disclose whether or not each of them will sell their shares in connection with the tender offer.

Description of CPOs

The following information describes our CPOs. This description may not contain all of the information that is important to you. To understand it fully, you should read the CPO trust agreement and CPO trust deed, translated copies of which are filed with the SEC as an exhibit to registration statement on Form F-3, filed with the SEC on October 7, 2020. The following descriptions are qualified in their entirety by reference to the CPO trust agreement and CPO trust deed and to the applicable provisions of Mexican law.

Overview

Under our by-laws and Mexican law, non-Mexican investors cannot directly hold Series A shares. However, Mexican law permits non-Mexican investors to hold our shares indirectly through neutral shares or securities. Because the CPO trust qualifies as a neutral investment trust under the Mexican Foreign Investment Law, non-Mexican investors can beneficially own our equity. However, all holders of CPOs will not have any rights to vote or to direct the CPO trustee to vote the Series A shares underlying the CPOs.

CPOs are negotiable instruments which must be issued by a financial institution acting as trustee under Mexican law. Series A shares underlie each CPO. The CPO trust has a maximum term of 50 years. After such period has expired, the CPO trust can either be extended or terminated in accordance with its terms, or substituted by a new CPO trust. If the CPO trust is terminated, holders of CPOs that are non-Mexican investors will not be entitled to hold the underlying Series A shares directly and will be required to cause their interest in such shares to be sold to Mexican individuals or corporations.

The CPO trustee, Nacional Financiera, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo, Dirección Fiduciaria, has issued the CPOs pursuant to the following agreements (and may release CPOs from time to time):

- the CPO trust agreement; and
- a CPO trust deed, pursuant to which the CPO trustee has issued CPOs in accordance with the CPO trust agreement and the CPO deed.

Under Mexican law we were required to obtain the approval of the Mexican Ministry of Economy *(Secretaría de Economía)* to create and execute the CPO trust agreement. We have obtained authorization from the Mexican Ministry of Economy (*Secretaría de Economía*) to issue up to 90% of our outstanding capital stock in CPOs. Non-Mexican holders of CPOs cannot direct the CPO trustee to vote the Series A shares underlying the CPOs. For all matters, the CPO trustee will vote the Series A shares underlying the CPOs, pursuant to the terms of the CPO trust agreement, which requires the CPO trustee to vote the corresponding Series A shares in the same manner as the majority of the outstanding Series A shares that are voted at the relevant meeting.

Registration and Authorization

We have obtained authorization from the Mexican Ministry of Economy (*Secretaría de Economía*) to issue up to 90% of our outstanding capital stock in CPOs, under which such CPOs are deemed as a neutral investment.

Deposit and Withdrawal of Shares

Series A shares were transferred to the CPO trust prior to our initial public offering on September 18, 2013, so that the CPO trustee issued the corresponding CPOs. All of the CPOs may be evidenced by one or more certificates. Indeval and the CPO trustee will maintain records of ownership and transfer of ownership.

The Series A shares underlying the CPOs will be voted by the CPO trustee in the same manner as the majority of the outstanding Series A shares are voted at the relevant shareholders' meeting.

Investors who purchase CPOs (through ADSs) will not receive physical certificates evidencing their CPOs. However, CPO holders may request certification from their custodian, coupled with a certification from Indeval as to their ownership of CPOs. In connection with the issuance of ADSs, CPOs underlying ADSs will be credited by book-entry transfer to an account maintained with Indeval through a Mexican bank, as custodian for the depositary in Mexico.

Non-Mexican holders of CPOs may not hold Series A shares directly, but they may transfer such CPOs to Mexican investors who will automatically hold the underlying Series A shares upon acquisition, through the electronic systems of Indeval. Non-Mexican holders of ADSs may withdraw the underlying CPOs and hold them directly through accounts of Indeval participants, but they may not withdraw the Series A shares underlying the CPOs underlying the ADSs; provided, however, that non-Mexican holders may be beneficial owners of Series A shares only in the event that the CPO trust is terminated and strictly for the purposes described in this Exhibit.

Upon termination of the CPO trust, holders of CPOs must cause the Series A shares underlying the CPOs to be sold, create a new trust similar to the current CPO trust to deposit the Series A shares underlying the CPOs or extend the CPO trust, as a means to comply with our by-laws and Mexican foreign ownership laws.

Registration and Transfer

The CPOs may be maintained in book-entry form by institutions that have accounts with Indeval, a securities depositary that acts as a clearinghouse, depositary, and custodian, as well as a settlement, transfer, and registration agent for transactions conducted on the Mexican Stock Exchange, eliminating the need for physical transfer of securities. Accounts may only be maintained at Indeval by authorized Mexican brokers, banks and other financial institutions and entities.

Dividends and Other Distributions

If we declare and pay a dividend or a distribution on our Series A shares, holders of CPOs will be entitled to receive the dividend or the distribution in proportion to the number of Series A shares underlying their CPOs. Holders of CPOs would also be entitled to a proportional share of the proceeds from the sale of the Series A shares upon the termination of the CPO trust agreement, if applicable. According to Mexican law, dividends paid and received in pesos by the CPO trustee, may be paid to the depositary and converted into U.S. dollars for distribution. Also any dividends or other distributions from the CPO trust that CPO holders do not receive or claim within three years will become the property of the Mexican Ministry of Health (Secretaría de Salud).

Cash Dividends. The CPO trustee will distribute cash dividends and other cash distribution received on our Series A shares to holders of CPOs, including those represented by ADSs, in proportion to their holdings, in the same currency in which they were received. In the case of CPOs, the CPO trustee will distribute cash dividends and other cash distributions to the relevant custodian acting for the holder

of CPOs. Cash dividends and other cash distributions on the shares represented by CPOs will be distributed to CPOs holders in U.S. dollars in accordance with the relevant deposit agreement to the extent dividends received in pesos may be freely convertible into U.S. dollars; if no such conversion may be made, the depositary will distribute the dividends in pesos or as otherwise permissible under Mexican law.

Stock Dividends. If we distribute our dividends in Series A shares, dividend shares in respect of Series A shares will be held in the CPO trust, and the CPO trustee will distribute additional CPOs to holders of CPOs, including those represented by ADSs, in proportion to their holdings.

If the CPO deed does not allow us to cause additional CPOs to be issued in an amount sufficient to represent the Series A shares paid as a dividend, we would be required to modify the CPO deed or enter into a new CPO deed to issue the number of CPOs necessary to represent the Series A shares issued as a dividend. If the CPO trustee receives a distribution in a form other than cash or additional Series A shares, the CPO trustee will make the distribution pursuant to the instructions of the technical committee.

Changes Affecting the CPOs

As set forth in the CPO trust, the CPO trustee will, pursuant to the instructions of the technical committee, release additional CPOs or call for the surrender of outstanding CPOs to be exchanged for new CPOs should the following circumstances occur:

- a split or a consolidation of our Series A shares;
- a capitalization affecting, or redemption of, our Series A shares;
- any other reclassification or restructuring of our Series A shares; or
- any merger, consolidation, or spin-off.

The CPO trustee, as instructed by the technical committee, will also decide if any changes or required amendments must be made to the CPO trust agreement and the CPO trust deeds. If the CPO deed does not allow us to cause additional CPOs to be released in an amount sufficient to represent the Series A shares necessary to reflect the corporate events specified above, we will need to modify the CPO deed or enter into a new CPO deed that will permit us to issue the number of CPOs necessary to represent the Series A shares that reflect any such event. If we consolidate our capital stock in a way that is no longer consistent with the structure of the CPO trust, the CPO trustee, as instructed by the CPO trust's technical committee, will determine how the corpus of the CPO trust should be modified to reflect such consolidation. If we call for a redemption of the Series A shares held in the CPO trust, the CPO trustee will follow the instructions of the CPO trust's technical committee, and will act pursuant to applicable law, to determine which CPOs will be redeemed, in a number equal to the number of Series A shares held in the CPO trust called for redemption. The CPO trustee will then pay the holders of the redeemed CPOs their proportional share of the consideration.

Voting of the Series A shares

Holders of CPOs are not entitled to exercise any voting rights with respect to our Series A shares held by the CPO trustee. Voting rights attributable to Series A shares underlying CPOs are exercisable only by the CPO trustee.

With respect to any matters that are resolved at a general ordinary or extraordinary shareholders' meeting, the CPO trustee will vote the corresponding Series A shares underlying CPOs in the same manner as the majority of the outstanding Series A shares voted at the relevant meeting.

Administration of the CPO Trust

The CPO trustee administers the CPO trust under the direction of a CPO technical committee. The CPO technical committee is comprised of three members: two appointed by us and one appointed by the common representative of the holders of CPOs. Actions taken by the CPO technical committee must be approved by a majority vote of committee members. The CPO technical committee can also act without a meeting, if it has unanimous consent of its members. Among other matters, the CPO technical committee has the authority to instruct the CPO trustee to increase the maximum number of CPOs that may be issued, appoint a representative to vote the Series A shares deposited in the CPO trust and resolve questions not addressed in the CPO trust.

The Common Representative. We appointed Banco Invex, S.A., Institución de Banca Múltiple, Invex Grupo Financiero, as the common representative of the holders of CPOs. The duties of the common representative include, among others:

- verification of the due execution and terms of the CPO trust;
- verification of the existence of the Series A shares being held in the CPO trust;
- authentication, by its signature, of the certificates evidencing the CPOs;
- exercise the rights of CPO holders in connection with the payment of any dividend to which they are entitled;

- undertaking of any other action required to protect the rights, actions or remedies to which they are entitled;
- calling and presiding over general meetings of CPO holders; and
- execution of decisions adopted at general meetings of CPO holders

The common representative may ask the CPO trustee for all information and data necessary to satisfy its duties. The CPO holders may, by resolution at a general CPO holders' meeting, revoke the appointment of the common representative, appoint a substitute common representative or instruct the common representative to take certain actions regarding the CPO trust.

General Meetings of CPO Holders. Under Mexican law, any individual holder or group of holders holding at least 10% of the outstanding CPOs may ask the common representative to call a general meeting of all CPO holders. The request must include the proposed agenda for the meeting. At least ten days before the relevant meeting, the common representative must publish announcements of the CPO general meetings in the Official Gazette of the Federation and in one of the newspapers of the domicile of the CPO Trustee. The announcement must include the meeting's agenda.

In order for CPO holders to attend CPO general meetings, they must request a receipt of deposit from Indeval for their certificates and a certificate from the relevant custodian at least two days before the meeting.

At CPO general meetings, CPO holders will have one vote. Resolutions must be approved by a majority vote of the holders of CPOs present. A quorum is required at these meetings. For a meeting held upon first notice of the meeting, a quorum is met by holders representing at least a majority of the outstanding CPOs. If no quorum is present on first call, any CPO holders present at a subsequently called CPO general meeting will constitute a quorum. Duly adopted resolutions will bind all CPO holders, including absent and dissenting holders.

Some special matters must be approved by holders at a special CPO general meeting. These matters include the appointment and removal of the common representative and the granting of consents or waivers and the amendment of the CPO trust deed. At these special meetings, holders of at least 75% of the outstanding CPOs must be present to constitute a quorum at the first call. Resolutions with respect to these special matters must be approved by the majority vote of the CPOs entitled to exercise their vote at this meeting. If a quorum is not present, a reconvened special meeting may be called. At this reconvened meeting, a majority of the CPOs present, regardless of the percentage of outstanding CPOs represented at such meeting, may take action, by majority of holders of CPOs present.

Enforcement of Rights of CPO Holders

With certain limitations, CPO holders may individually and directly exercise certain rights by instituting a proceeding in a Mexican court of law. These rights include:

- the right to cause the CPO trustee to distribute dividends or other distributions it has received;
- the right to cause the common representative to enforce and protect rights of CPO holders; and
- the right to bring action against the common representative, for civil liabilities in the event of willful misconduct.

Disputes may only be submitted to courts located in Mexico City. All parties to the CPO trust agreement, including CPO holders, expressly agree that they will not submit disputes to courts located

elsewhere.

Any non-Mexican who holds CPOs has agreed not to invoke the protection of its government. If a non-Mexican holder of CPOs invokes this protection, it will forfeit its CPOs to the Mexican government.

Termination of the CPO Trust

The CPO trust agreement and the CPOs issued by the CPO trustee thereunder will expire 50 years after the date of execution of the CPO trust agreement, which is the maximum term permitted by Mexican law. At that time, the CPO trustee, pursuant to the instruction of the CPO trust's Technical Committee, will (i) sell the Series A shares in the CPO trust, and then distribute the proceeds to CPO holders on a pro rata basis, (ii) extend the period for the CPO trust agreement, or (iii) create a new trust similar to the CPO trust to which it will transfer all of the Series A shares underlying their CPOs, so that the non-Mexican holders may be the beneficiaries of economic rights in respect of such shares on a pro rata basis.

Fees of the CPO Trustee and the Common Representative

We will pay the fees of the CPO trustee for the administration of the CPO trust and the fees of the common representative.

Description of American Depositary Shares

The following is a summary of the material terms of the ADS deposit agreement. This description may not contain all of the information that is important to you. To understand it fully, you should read the ADS deposit agreement. The following descriptions are qualified in their entirety by reference to the ADS deposit agreement.

The Bank of New York Mellon, as depositary, registers and delivers American Depositary Shares, also referred to as ADSs. Each ADS represents ten CPOs (or a right to receive ten CPOs) deposited with Indeval, as custodian for the depositary. Each ADS will also represent any other securities, cash or other property which may be held by the depositary. The depositary's office at which the ADSs are administered is located at 101 Barclay Street, New York, New York 10286.

ADSs may be held either (a) directly (i) by having an American Depositary Receipt, also referred to as an ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (ii) by having ADSs registered in your name in the Direct Registration System, or DRS, or (b) indirectly by holding a security entitlement in ADSs through your broker or other financial institution. If you hold ADSs directly, you are a registered ADS holder, also referred to as an ADS holder. This description assumes you are an ADS holder. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

The DRS is a system administered by The Depository Trust Company, also referred to as DTC, pursuant to which the depositary may register the ownership of uncertificated ADSs, which ownership is confirmed by periodic statements sent by the depositary to the registered holders of uncertificated ADSs.

We will not treat ADS holders as one of our shareholders and ADS holders will not have shareholder rights under Mexican law and our by-laws. A deposit agreement among us, the depositary and you, as an ADS holder, and the beneficial owners of ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADSs.

Dividends and Other Distributions

The depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives in respect of the underlying CPOs or other deposited securities, after deducting its fees and expenses described below. ADS holders will receive these distributions in proportion to the number of CPOs their ADRs represent.

Cash Dividends and Distributions. The depositary will convert any cash dividend or other cash distribution we pay on the shares underlying the applicable CPOs into U.S. dollars, if it can do so on a reasonable basis and can transfer the U.S. dollars to the United States. If that is not possible or if any Mexican federal government approval is needed and cannot be obtained, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest. If the depositary can only convert a portion of the cash dividend into U.S. dollars, it can either distribute the unconverted portion in the foreign currency or hold the foreign currency on the account of the ADS holders. **If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, ADS holders may lose some or all of the value of the distributions. Before making a distribution, the depositary will deduct any withholding taxes that must be paid**. It will distribute only whole U.S. dollars and cents and will round fractional cents to the nearest whole cent.

Share Dividends and Distributions. The depositary may distribute additional ADSs representing any additional CPOs issued as a result of our issuing a share dividend or distribution. The depositary will only distribute whole ADSs. It will sell CPOs or Series A Shares, which would require it to deliver a fractional ADS and distribute the net proceeds in the same way as it does with cash. If the depositary does not distribute additional ADSs, the outstanding ADSs will also represent the new CPOs. The depositary may sell a portion of the distributed CPOs or Series A shares sufficient to pay its fees and expenses in connection with that distribution.

Rights to Purchase Additional CPOs. If the CPO trustee offers CPO holders any rights to subscribe for additional CPOs or any other rights, the depositary may make these rights available to ADS holders. If the depositary decides it is not legal and practical to make the rights available but that it is practical to sell the rights, the depositary will use reasonable efforts to sell the rights and distribute the proceeds in the same way as it does with cash. Under current Mexican law, preemptive rights with respect to our common stock may not be sold apart from the applicable shares. The depositary will allow rights that are not distributed or sold to lapse. In that case, ADS holders will receive no value for them. If the depositary makes rights to purchase CPOs available to ADS holders, it will exercise the rights and purchase the CPOs on their behalf. The depositary will then deposit the CPOs and deliver ADSs to the applicable holders. It will only exercise rights if holders pay it the exercise price and any other charges required by the terms of the rights. U.S. securities laws may restrict transfers and cancellation of the ADSs representing CPOs purchased upon exercise of rights. For example, holders may not be able to trade these ADSs freely in the United States. In this case, the depositary may deliver restricted depositary shares that have the same terms as the ADSs described in this section except for changes needed to put the necessary restrictions in place.

Other Distributions. The depositary will send to ADS holders anything else the CPO trustee distributes on deposited securities by any means it determines to be legal, fair and practical. If the depositary determines that it cannot make the distribution in a legal, fair and practical manner, it may sell the distributed assets and distribute the net proceeds, in the same way as it does with cash or determine to hold the distributed assets, in which case ADSs will also represent the newly distributed assets. However, the depositary is not required to distribute any securities (other than ADSs) unless it receives satisfactory evidence from us that it is legal to make that distribution. The depositary may sell a portion of the distributed securities or property sufficient to pay its fees and expenses in connection with that distribution.

Unlawful or Impracticable Distributions. The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, CPOs, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, CPOs, rights or anything else to ADS holders. **This means that ADS holders may not receive the distributions we make on our common stock or any value for such distributions if it is illegal or impractical for us to make them available to such holders.**

Deposit, Withdrawal and Cancellation

The depositary will deliver ADSs upon the deposit of CPOs or evidence of rights to receive CPOs with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names requested and will deliver the ADSs to the persons requested.

Upon surrender of ADSs to the depositary, upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the CPOs and any other deposited securities underlying the surrendered ADSs to the person surrendering the ADSs or a person designated by them at the office of the custodian or, at the holder's request, risk and expense, the depositary will deliver the deposited securities at its office, if feasible; provided, however, that non-Mexican holders may not hold Series A shares directly, but will hold CPOs representing a financial interest in such Series A shares as described in this Exhibit.

Voting Rights

ADS holders have no voting rights and do not have the power to instruct the depositary to vote the shares underlying the CPOs underlying such ADSs.

Fees and Expenses

The following table sets forth the applicable fees for various services, transactions and activities related to the ADSs.

Persons Depositing CPOs or ADR Holders Must Pay:	For:
U.S.$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	Issuance of ADSs, including issuances resulting from a distribution of CPOs or rights or other property
U.S.$0.05 (or less) per ADS A fee equivalent to the fee that would be payable if securities distributed to you had been CPOs and the CPOs had been deposited for issuance of ADSs	Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates Any cash distribution to ADS holder Distribution of securities distributed to holders of deposited securities which are distributed by the depositary to ADS holders
U.S.$0.05 (or less) per ADS per calendar year	Depositary services
Registration or transfer fees	Transfer and registration of CPOs on our CPO register to or from the name of the depositary or its agent when you deposit or withdraw CPOs
Expenses of the depositary	Conversion of foreign currency to U.S. dollar
Expenses of the depositary	Cable, telex and facsimile transmission (when expressly provided in the deposit agreement)
Taxes and other governmental charges the depositary or the custodian have to pay on any ADSs or CPOs underlying ADSs, for example, stock transfer taxes, stamp duty or withholding taxes, any charges incurred by the depositary or its agents for servicing deposited securities. The depositary collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid. From time to time, the depositary may make payments to us to reimburse and / or share revenue from the fees collected from ADS holders, or waive fees and expenses for services provided, generally relating to costs and expenses arising out of establishment and maintenance of the ADS program. In performing its duties under the deposit agreement, the depositary may use brokers, dealers or other service providers that are affiliates of the depositary and that may earn or share fees or commissions.	As necessary

Payment of Taxes

The depositary may deduct the amount of any taxes owed from any payments to ADS holders. It may also sell deposited securities, by public or private sale, to pay any taxes owed. ADS holders will remain liable if the proceeds of the sale are not enough to pay the taxes. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay or distribute to applicable ADS holder any proceeds or property remaining after it has paid the taxes.

Reclassifications, Recapitalizations and Mergers

If We:	Then:
Change the nominal or par value of the CPOs	The cash, shares or other securities received by the depositary will become deposited securities. Each ADS will automatically represent its equal share of the new deposited securities.
Reclassify, split up or consolidate any of the deposited securities	The depositary may distribute some or all of the cash, shares or other securities it received. It may also deliver new ADRs or ask ADR holders to surrender their outstanding ADRs in exchange for new ADRs identifying the new deposited securities.
Distribute securities on the CPOs that are not distributed to ADS holders	If dividend securities are first distributed in respect of outstanding Series A shares, the dividend securities will be held in the CPO trust, and the CPO trustee will distribute additional CPOs to the relevant holders of CPOs, including those represented by ADRs, in proportion to their holdings. If the CPO deed does not allow the Company to cause additional CPOs to be issued in an amount sufficient to represent the Series A shares paid as a dividend, the Company would be required to modify the CPO deed or enter into a new CPO deed to issue the number of CPOs necessary to represent the Series A shares issued as a dividend. If the CPO trustee receives a distribution in a form other than cash or additional Series A shares, the CPO trustee will make the distribution pursuant to the instructions of the technical committee.
Recapitalize, reorganize, merge, liquidate, sell all or substantially all of our assets, or take any similar action	To the extent there are changes to the Series A Shares affecting our CPOs, the CPO trustee shall pursuant to the instructions of the technical committee of the CPO trust, release additional CPOs or call for the surrender of outstanding CPOs to be exchanged for new CPOs should the following circumstances occur (i) a split or a consolidation of our Series A shares; (ii) a capitalization affecting, or redemption of, our Series A shares; (iii) any other reclassification or restructuring of our Series A shares; or (iv) any merger, consolidation, or spin-off. The CPO trustee, as instructed by the technical committee, will also decide if any changes or required amendments must be made to the CPO trust agreement and the CPO trust deeds. If the CPO deed does not allow the Company to cause additional CPOs to be released in an amount sufficient to represent the Series A shares necessary to reflect the corporate events specified above, the Company will need to modify the CPO deed or enter into a new CPO deed that will permit the Company to issue the number of CPOs necessary to represent the Series A shares that reflect any such event. If the Company consolidates its capital stock in a way that is no longer consistent with the structure of the CPO trust, the CPO trustee, as instructed by the CPO trust's technical committee, will determine how the corpus of the CPO trust should be modified to reflect such consolidation. If the Company calls for a redemption of the Series A shares held in the CPO trust, the CPO trustee will follow the instructions of the CPO trust's technical committee, and will act pursuant to applicable law, to determine which CPOs will be redeemed, in a number equal to the number of Series A shares held in the CPO trust called for redemption. The CPO trustee will then pay the holders of the redeemed CPOs their proportional share of the consideration. Upon the Company's dissolution or liquidation, shareholders will appoint one or more liquidators at an extraordinary general shareholders' meeting to wind up the Company's affairs. All fully paid and outstanding shares of capital stock will be entitled to participate equally in any liquidating distributions.

Amendment and Termination

We may agree with the depositary to amend the deposit agreement and the ADRs for any reason without the consent of the ADS holders. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, or prejudices a substantial right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. At the time an amendment becomes effective, ADS holders are considered, by continuing to hold ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.

The depositary will terminate the deposit agreement if we ask it to do so. The depositary may also terminate the deposit agreement if the depositary has told us that it would like to resign and we have not appointed a new depositary bank within 60 days. In either case, the depositary must notify ADS holders at least 30 days before termination.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: (a) advise ADS holders that the deposit agreement is terminated, (b) collect distributions on the deposited securities, (c) sell rights and other property, and (d) deliver CPOs and other deposited securities upon surrender of ADSs. Four months or more after termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement for the pro rata benefit of the ADS holders that have not surrendered their ADSs. It will not invest the money and has no liability for interest. The depositary's only obligations will be to account for the money and other cash. After termination our only obligations will be to indemnify the depositary and to pay fees and expenses of the depositary that we agreed to pay.

Shareholder Communications and Inspection of Register of Holders of ADSs

The depositary will make available for shareholders' inspection at its office all communications that it receives from us or the CPO trustee as a holder of deposited securities that we or the COP trustee make generally available to holders of deposited securities. The depositary will send shareholders copies of those communications if we ask it to. Shareholders have a right to inspect the register of holders of ADSs, but not for the purpose of contacting those holders about a matter unrelated to our business or the ADSs.

Limitations on Obligations and Liability

The deposit agreement expressly limits our obligations and the obligations of the depositary. It also limits our liability and the liability of the depositary. We and the depositary:

- are only obligated to take the actions specifically set forth in the deposit agreement without negligence or bad faith;

- are not liable if either of us is prevented or delayed by law or circumstances beyond our control from performing our obligations under the deposit agreement;
- are not liable if either of us exercises discretion permitted under the deposit agreement;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement, or for any special, consequential or punitive damages for any breach of the terms of the deposit agreement;
- have no obligation to become involved in a lawsuit or other proceeding related to the ADRs or the deposit agreement on an ADR holder's behalf or on behalf of any other party; and
- may rely upon any documents we believe in good faith to be genuine and to have been signed or presented by the proper party

In the deposit agreement, we agree to indemnify the depositary for acting as depositary, except for losses caused by the depositary's own negligence or bad faith, and the depositary agrees to indemnify us for losses resulting from its negligence or bad faith.

Requirements for Depositary Actions

Before the depositary will deliver or register a transfer of an ADS, make a distribution of ADSs, or permit withdrawal of CPOs, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any CPOs or other deposited securities;
- satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with regulations it may establish, from time to time, consistent with the deposit agreement, including presentation of transfer documents.

The depositary may refuse to deliver ADSs or register transfers of ADSs generally when the transfer books of the depositary, the CPO trustee or our transfer books are closed or at any time if the depositary or we think it advisable to do so.

ADS Holders' Right to Receive the CPOs Underlying ADSs

ADS holders have the right to surrender their ADSs and withdraw the underlying CPOs at any time except:

- when temporary delays arise because: (i) the depositary or the CPO trustee has closed its transfer books or we have closed our transfer books; (ii) the transfer of CPOs is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our common stock or any other security deposited with the CPO trustee;
- if the ADS holder owes money to pay fees, taxes and similar charges; and
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of CPOs or other deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Pre-release of ADSs

The deposit agreement permits the depositary to deliver ADSs before deposit of the underlying CPOs. This is called a pre-release of the ADSs. The depositary may also deliver CPOs upon cancellation of pre-released ADSs (even if the ADSs are surrendered before the pre-release transaction has been closed out). A pre-release is closed out as soon as the underlying CPOs are delivered to the depositary. The depositary may receive ADSs instead of CPOs to close out a pre-release. The depositary may pre-release ADSs only under the following conditions: (a) before or at the time of the pre-release, the person to whom the pre-release is being made represents to the depositary in writing that it or its customer owns the CPOs or ADSs to be deposited; (b) the pre-release is fully collateralized with cash or other collateral that the depositary considers appropriate; and
(c) the depositary must be able to close out the pre-release on not more than five business days' notice. In addition, the depositary will limit the number of ADSs that may be outstanding at any time as a result of pre-release, although the depositary may disregard the limit from time to time, if it thinks it is appropriate to do so.

Description of Rights Offerings to Subscribe for CPOs in the form of ADSs

We may issue CPOs in the form of ADSs to existing shareholders pursuant to rights offerings. In connection with any rights offering, we may enter into a standby arrangement with one or more underwriters or other purchasers pursuant to which the underwriters or other purchasers may be required to purchase any securities remaining unsubscribed after such offering.

The terms of any rights offering will be set forth in a prospectus supplement which, will describe, among other things:

- the exercise price;
- the number of shares of our CPOs in the form of ADSs purchasable upon exercise of each right;
- the procedures for exercising the right;
- the date upon which the exercise of rights will commence;
- the expiration date;
- the extent to which the rights are transferable;
- the extent to which the rights may include an over-subscription privilege with respect to unsubscribed CPOs in the form of ADSs;
- if applicable, the material terms of any standby underwriting or purchase arrangement entered into by us in connection with the rights offering; and
- any other material terms of the rights offering.

Execution Version

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED PURSUANT TO INSTRUCTION 4(A) TO THE INSTRUCTIONS AS TO EXHIBITS TO FORM 20-F BECAUSE THEY ARE BOTH (I) NOT MATERIAL AND (II) THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. CERTAIN SCHEDULES AND EXHIBITS TO THIS EXHIBIT HAVE ALSO BEEN OMITTED PURSUANT TO THE INSTRUCTIONS AS TO EXHIBITS TO FORM 20-F. THE REGISTRANT AGREES TO FURNISH SUPPLEMENTALLY A COPY OF ANY OMITTED SCHEDULE OR EXHIBIT TO THE U.S. SECURITIES AND EXCHANGE COMMISSION UPON REQUEST.

BUSINESS COMBINATION AGREEMENT

by and between

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V.

and

GRUPO VIVA AEROBUS, S.A. DE C.V.

Dated as of
December 18, 2025

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BUSINESS COMBINATION AGREEMENT

This BUSINESS COMBINATION AGREEMENT (this "Agreement"), dated as of December 18, 2025 is by and among CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V., a Mexico *sociedad anónima bursátil de capital variable* ("PUBCO"), GRUPO VIVA AEROBUS, S.A. DE C.V., a *Mexico sociedad anónima de capital variable* ("PRIVATECO", and together with PUBCO, the "Parties" and each, individually, a "Party"). All capitalized terms used but not otherwise defined in this Agreement or in the Annexes hereto have the meanings ascribed to such terms in Schedule I (*Defined Terms*).

RECITALS

WHEREAS, each of PUBCO and PRIVATECO desire to effect a strategic combination of their businesses, on and subject to the terms a conditions set forth in this Agreement, through a merger of PRIVATECO into PUBCO (the "Merger"), with PUBCO continuing thereafter as the surviving company (the "Combined Company") in accordance with the Mexico General Corporations Law (*Ley General de Sociedades Mercantiles*) ("LGSM") and the Mexican Securities Market Law (*Ley del Mercado de Valores*) ("LMV");

WHEREAS, the Board of Directors of PRIVATECO (the "PRIVATECO Board") has, upon the terms and subject to the conditions set forth herein, unanimously (i) determined that the Merger and the other Transactions contemplated by this Agreement are fair to and in the best interests of PRIVATECO and its shareholders, (ii) approved and declared advisable this Agreement, the Merger and the other Transactions contemplated hereby in accordance with the requirements of the LGSM, the LMV and PRIVATECO's By-laws, and (iii) recommended that the shareholders of PRIVATECO approve and consent the PRIVATECO Consent Matters (the "PRIVATECO Recommendation");

WHEREAS, concurrently with the execution and delivery of this Agreement, as a condition and inducement to the willingness of PUBCO to enter in this Agreement, each of the Key PRIVATECO Holders has, on behalf of it and its affiliates in their respective capacities as shareholders of PRIVATECO entered into a letter agreement with PUBCO and PRIVATECO substantially in the form attached hereto as Exhibit A-1 (the "PRIVATECO Support Agreement") and delivered a copy of same to PRIVATECO, setting forth certain undertakings by each such shareholder in connection with the Transactions;

WHEREAS, the Board of Directors of PUBCO (the "PUBCO Board") has, upon the terms and subject to the conditions set forth herein, unanimously (i) determined that the Merger and the other Transactions contemplated by this Agreement are fair to and in the best interests of PUBCO and its shareholders (ii) approved and declared advisable this Agreement, the Merger and the other Transactions contemplated hereby in accordance with the requirements of the LGSM, the LMV and PUBCO's By-laws and (iii) adopted the PUBCO Recommendation; and

WHEREAS, concurrently with the execution and delivery of this Agreement, as a condition and inducement to the willingness of PRIVATECO to enter into this Agreement, certain of the Key PUBCO Holders has, on behalf of it and its affiliates in their respective capacities as shareholders of PUBCO entered into a letter agreement with PRIVATECO and PUBCO substantially in the form attached hereto as Exhibit A-2 (each, a "PUBCO Support Agreement") and delivered a copy of same to PUBCO, setting forth certain undertakings by each such shareholder in connection with the Transactions.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I.
THE COMBINATION

Section 1.1 The Merger. Upon and subject to the terms set forth in this Agreement, including Annex I (*Combination Mechanics*), (i) on the Closing Date, PUBCO and PRIVATECO shall enter into the Merger Agreement (*Convenio de Fusión*), substantially in the form attached hereto as Exhibit B (the "Merger Agreement"), and take such other steps in connection therewith as are specified in Annex I (*Combination Mechanics*), and (ii) simultaneously at the Effective Time (a) each issued and outstanding PRIVATECO Share as of the Effective Time shall be automatically cancelled and automatically converted into the right to receive (upon surrender of the certificate ("Certificate") formerly representing such PRIVATECO Share) (x) the applicable Per-Share

Consideration, and (y) pursuant to Section 1.7 of Annex I (*Combination Mechanics*), any applicable Fractional Consideration (together with the aggregate Per-Share Consideration, the "Merger Consideration"), and (b) subject to Section 1.5, each issued and outstanding PUBCO Share, PUBCO ADS a PUBCO CPO as of the Effective Time shall remain unchanged by virtue of the Merger and continue to remain outstanding. The Merger shall otherwise b carried out as and shall have the effects set forth in Annex I (*Combination Mechanics*). For the avoidance of doubt, as used herein, "Combined Company ADSs", "Combined Company Series A Shares" and "Combined Company CPOs" respectively refer to equity securities of the same type, form and issuer a "PUBCO ADSs", "PUBCO Shares" and "PUBCO CPOs".

Section 1.2 Merger Consideration. The Per-Share Consideration shall be payable (i) in the form of Combined Company Series A Shares, in th case of each Pre-Closing PRIVATECO Holder that is a Mexican Qualified Holder, and (ii) in the form of Combined Company ADSs, in the case of each Pre-Closing PRIVATECO Holder that is not a Mexican Qualified Holder, in each case of the foregoing clauses (i) and (ii) in such aggregate amounts and form as are specified for the applicable Pre-Closing PRIVATECO Holder in the Consideration Spreadsheet. The Fractional Consideration shall be payable in t aggregate amount as is specified for the applicable Pre-Closing PRIVATECO Holder in the Consideration Spreadsheet. The Merger Consideration sh otherwise be payable and subject to the terms and conditions specified in Annex I (*Combination Mechanics*).

Section 1.3 Equity Awards. Effect and treatment of PRIVATECO Equity Awards and PUBCO Equity Awards in connection with the Merger sha be as specified in Annex I (*Combination Mechanics*).

Section 1.4 Reserved Share Consideration At the Effective Time, in the event the Amended Notes have not been converted into PRIVATECO Shares prior to the Effective Time, PUBCO shall issue the Reserved Share Consideration into treasury and reserve such Reserved Share Consideration f issuance to the Noteholders in the event that, following the Closing, the Noteholders elect to convert their Amended Notes or a portion thereof (in accordance with the A&R NPA) into Combined Company Securities. The Reserved Share Consideration shall be cancelled following the maturity and repayment of th Amended Notes absent earlier conversion by the Noteholders. For the avoidance of doubt, the issuance of any Reserved Share Consideration to th Noteholders (if at all) following the Effective Time shall be determined in accordance with and pursuant to the A&R NPA, and the Reserved Shar Consideration shall not constitute or be payable as Merger Consideration hereunder.

Section 1.5 Series B-1 and B-2 Conversion The PUBCO Shareholders' Meeting will provide for the conversion, on a one-to-one basis, effectiv as of and subject to occurrence of the Effective Time, of a portion of the PUBCO ADSs (or the PUBCO Shares underlying such PUBCO ADSs) of (i) Key Indigo Holder into Combined Company Series B-1 Shares, such that immediately following the Effective Time, the Key Indigo Holder will ho Combined Company Series B-1 Shares representing no more than 2.5% of the fully diluted equity of the Combined Company, and (ii) the Key Blue Sk Holder into Combined Company Series B-2 Shares, such that immediately following the Effective Time, the Key Blue Sky Holder will hold Combine Company Series B-2 Shares representing no more than 2.5% of the fully diluted equity of the Combined Company. For the avoidance of doubt, th conversion contemplated by this Section 1.5 is conditioned upon, but not made pursuant to, the occurrence of the Merger, and neither the Combined Company Series B-1 Shares nor the Combined Company Series B-2 Shares issued in connection therewith will constitute payment or other consideratio pursuant to or in connection with the Merger.

ARTICLE II.
GOVERNING DOCUMENTS AND
ADDITIONAL MATTERS CONCERNING THE COMBINED COMPANY

Section 2.1 Governing Documents. The Combined Company shall adopt and enter into, effective as of the Closing Date (subject to occurrence o the Effective Time), unless a later time or date is mutually agreed upon in writing by PRIVATECO and PUBCO, and PRIVATECO and PUBCO shall prior to such time take all necessary actions to adopt and enter into, as applicable, and cause to be effective as of the Effective Time:

(a) the Amended and Restated By-laws (*Estatutos Sociales*) of the Combined Company, substantially in the form attached hereto as Exhibit C (the "Combined Company By-laws"), duly notarized and registered with the Mexican Public Registry of Commerce (*Registro Público de Comercio*, or "RPC"); and

(b) the Shareholders Agreement (with respect to the Combined Company's entry thereof, solely for the limited purposes set forth therein), substantially in the form attached hereto as Exhibit D (the "Shareholders Agreement"), with each of the Key Holders.

Without limiting the generality of the foregoing or any other obligations set forth in this Agreement, the Parties shall cause the Combined Company By-laws to be submitted to vote for approval of the PUBCO shareholders, in each case with effect as of the Effective Time and in accordance with the Organizational Documents of PUBCO and applicable Law, and comply with their respective undertakings pursuant to Section 6.4 in connection therewith.

Section 2.2 Exchange Listings. PUBCO shall cause the Merger Consideration comprised of (i) Combined Company ADSs to be approved (to th extent not already approved) for listing on the NYSE, including, if applicable, by filing a Supplemental Listing Application in accordance with Rule 703 of th NYSE Listed Company Manual for the purpose of obtaining authorization from the NYSE to issue additional Combined Company ADSs and (ii) Combin Company Series A Shares to be approved for listing on the BMV, in each case prior to the closing of the Merger (the "Closing"), and in each case to cause the listing thereof to remain effective from and after the Effective Time.

Section 2.3 Additional Matters Concerning the Combined Company.

(a) *Combined Company Name*. PRIVATECO and PUBCO shall use commercially reasonable efforts to cause the name of th

Combined Company to be changed to Grupo Más Vuelos, S.A.B. de C.V., effective as of or as promptly as possible after the Effective Timeprovided that the existing names of PUBCO OpCo and PRIVATECO OpCo and their Subsidiaries and respective brands shall not be changed in connection with effecti the name change of the Combined Company.

(b) *Combined Company Trading Symbols*. Prior to Closing, PRIVATECO and PUBCO shall use commercially reasonable efforts cause the trading symbols of the Combined Company on the NYSE and on the BMV to be changed to [***], effective as of or promptly after the Effectiv Time.

(c) *Headquarters and Residency*. The Combined Company shall have its place of effective management and tax residency in Mexico with continued effect from the Effective Time. PUBCO OpCo will continue to maintain its existing operational headquarters in Mexico City, Mexico, initially Av. Antonio Dovalí Jaime No. 70, Tower B, 13th Floor, Colonia Zedec Santa Fe, Ciudad de México, Código Postal 01210, México. PRIVATECO Op will continue to maintain its existing operational headquarters in Monterrey, Mexico, at Carretera Miguel Alemán km 24, s/n, Apodaca Centro, Apodaca Nuevo León, Código Postal 66600, México or at Insurgentes Norte #43, Piso 3, Sta María la Ribera, Cuauhtémoc, Código Postal 66600, Ciudad México, México.

(d) *Other Operational Matters*. The Parties intend that, following the Effective Time, the legacy businesses of PUBCO an PRIVATECO (the "Legacy Brands") will continue to maintain distinctive branding in their respective markets and two current concessions and air operator certificates (AOC), and the Legacy Brands will maintain a substantial degree of operational independence within the Combined Company, in each case i accordance with the Combined Company Governance Documents.

(e) *CPO Trust Amendment and CPO Trust Technical Committee*The Combined Company shall take such actions as are required to implement, as of the Effective Time, the CPO Trust Amendment and effectuate, as of the Effective Time, the composition of the CPO Trust Technica Committee (*Comité Técnico*) as contemplated by and in accordance with the CPO Trust Amendment.

ARTICLE III.
BOARD OF THE COMBINED COMPANY

Section 3.1 Board of Directors.

(a) Unless otherwise agreed in writing by PUBCO and PRIVATECO, the Combined Company Board shall initially be comprised of members, including, subject to the requisite approval of the PUBCO shareholders at the PUBCO Shareholders' Meeting, the following initial directors (t "Initial Directors") as of the Effective Time:

(i) six directors shall be collectively nominated by the holders of the Combined Company Series B-1 Shares and Combined Company Series B- Shares, at least two of which shall be Independent Directors (the "Series B-1 and Series B-2 Directors"); and

(ii) the rest of the directors shall be nominated by the holders of the Combined Company Series A Shares, at least two of which shall be Independent Directors (the "Series-A Directors"), and which Series A Directors shall include Roberto Lázaro Alcántara Rojas as the initia Chairman of the Combined Company Board.

In addition, (x) the holders of the Combined Company Series A Shares, on the one hand, and (y) the holders of the Combined Company Series B-1 Share and Combined Company Series B-2 Shares, on the other, shall respectively be entitled to designate up to one alternate (each, an "Alternate Director") for each of the Series A Directors and each of the Series B-1 and Series B-2 Directors, as applicable. An Alternate Director may be appointed for one or mor than one principal Director, provided that Alternate Directors of the independent Directors shall also be independent.

(b) As of the Effective Time, the Board shall have the following Co-Secretaries:

(i) Lilia Pous Castro; and

(ii) Jose Alejandro De Iturbide Gutierrez.

(c) At least 15 days prior to publishing the call to the PUBCO Shareholders' Meeting, PUBCO shall notify PRIVATECO in writing tha intends to publish the call, and PRIVATECO and PUBCO shall respectively designate nominees for the Series A Directors and the Series B-1 and Series B Directors, and their respective Alternate Directors, in each case via written notice to the other Party. Such nominations shall be included in the slate to be voted upon at the PUBCO Shareholders' Meeting as part of the resolutions related to the Merger. Only to the extent that any additional directors (each a "Additional Minority Director") are appointed to the Combined Company Board by any PUBCO shareholder or group of PUBCO shareholders representi 10% of the PUBCO Shares prior to the Effective Time, thenPRIVATECO shall have the right to designate additional nominees for the Series A Directors and such additional nominees so designated by PRIVATECO (the "Additional Director Nominee") shall also be included in the slate to be voted upon at the PUBCO Shareholders' Meeting as part of the resolutions related to the Merger. [***]

(d) The holders of the Combined Company Series A Shares shall be entitled to designate one additional director nominee to the Combined Company Board (the "Supplemental Series A Director") (and an alternate in respect thereof), whose appointment shall be effective on the one year anniversary of the Closing Date (after which time the Combined Company Board shall be comprised of 13 members). Such nomination shall be included in th

slate to be voted upon at the PUBCO Shareholders' Meeting as part of the resolutions related to the Merger.

(e) Following the Effective Time, the Combined Company Board shall maintain a sufficient number of Independent Directors to satisfy th independence requirements under the LMV and the independence requirements of the NYSE applicable to foreign private issuers.

(f) Subject to and as provided in the Combined Company Governance Documents, each Series B-1 and Series B-2 Director, Series A Director, Additional Series A Director, Supplemental Series A Director and Additional Minority Director (if any) will have one vote on any matter subject to Combined Company Board approval, and in any event, the Chairman of the Combined Company Board will have a tie-breaking vote.

Section 3.2 Nominations; Term. The Parties intend that the Initial Directors, any Additional Series A Directors and the Supplemental Series A Director be nominated to the Combined Company Board for successive annual terms following the Effective Time, such that each serves as a director on the Combined Company Board through, at minimum, the third anniversary of the Closing Date. Accordingly, in accordance with and subject to the terms and conditions specified in the Shareholders Agreement, the Combined Company shall cause the Initial Directors, any Additional Series A Directors and the Supplemental Series A Director, and any applicable Alternate Directors or replacements thereof as well as the initial Co-Secretaries of the Board of Directors to be included on the annual nomination slates as required to effectuate the foregoing.

Section 3.3 Board Committees. The committees of the Combined Company Board shall initially consist of (i) the Audit Committee, which shall be comprised of three members, with the holders of Combined Company Series A Shares appointing two members, including the chairman, and the holders of Combined Company Series B-1 Shares and Combined Company Series B-2 Shares collectively appointing one member, all of whom shall be Independent Directors (or such other number as hereafter required by the LMV) and (ii) the Corporate Governance Committee, which shall be comprised of three members, with the holders of Combined Company Series A Shares collectively appointing two members, including the chairman, and the holders of Combined Company Series B-1 Shares and Combined Company Series B-2 Shares, collectively, appointing one member, all of whom shall be Independent Directors (or such other number as hereafter required by the LMV). PRIVATECO and PUBCO shall inform each other of the initial members of each such committee appointed by the holders of Combined Company Series A Shares and the holders of Combined Company Series B-1 Shares and Combined Company Series B-2 Shares, respectively, prior to the PUBCO Shareholders' Meeting, and shall cause such initial members to be appointed by the Combined Company Board as of the Effective Time.

ARTICLE IV.
INITIAL GOVERNANCE OF THE COMBINED COMPANY

Section 4.1 Initial Management of the Combined Company.

(a) The Parties agree that, as of the Effective Time, the following Co-Chief Executive Officers (*Co-Directores Generales*) and Co-Chief Financial Officers (*Co-Directores de Finanzas*) (or such replacements thereof as are mutually agreed by PRIVATECO and PUBCO prior to the Closing) of the Combined Company shall be appointed to serve in such positions until one year following the Closing Date or their earlier resignation, retirement or removal (collectively, the "Interim Combined Company Management"):

(i) Juan Carlos Zuazua Cosío and Enrique Beltranena (Co-Chief Executive Officers); and

(ii) Christian Ramos and Jaime Esteban Pous Fernández (Co-Chief Financial Officers).

(b) The management of each of Aeroenlaces Nacionales, S.A. de C.V. ("PRIVATECO OpCo") and Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("PUBCO OpCo") shall remain unchanged as of the Effective Time.

Section 4.2 Term. Each member of Interim Combined Company Management shall hold its respective appointment following the Effective Time until such time as he or she is removed therefrom in accordance with the Combined Company Governance Documents or until their earlier death or resignation therefrom. Any replacement thereof or additional officers appointed by the Combined Company Board shall be subject to such conditions, procedures and consent or veto rights as are provided in the Combined Company Governance Documents.

Section 4.3 Powers and Authority. The Interim Combined Company Management shall have the respective powers and delegations of authority provided in the Combined Company Governance Documents, in addition to such other powers and authority as are prescribed thereto by the Combined Company Board.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of PRIVATECO

(a) Except as set forth in the disclosure schedule delivered by PRIVATECO to PUBCO prior to the execution of this Agreement (the "PRIVATECO Disclosure Schedule") (with each exception set forth in the PRIVATECO Disclosure Schedule being identified by reference to, or grouped under a heading referring to, a specific individual section or subsection of Annex II (*Representations and Warranties of PRIVATECO*) and relating only to such section or subsection; *provided*, *however*, that a matter disclosed with respect to one representation and warranty shall also be deemed to be disclosed with respect to each other representation and warranty to which the matter disclosed reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in the PRIVATECO Disclosure Schedule), PRIVATECO hereby makes the representations and warranties to PUBCO as set forth in Annex II (*Representations and Warranties of PRIVATECO*).

(b) PRIVATECO shall be deemed to reiterate such representations and warranties contemplated by this Section 5.1 on the Closing Date (giving effect to the foregoing exceptions) as a condition to the Closing.

(c) The representations and warranties of PRIVATECO given pursuant to this Section 5.1 shall not survive the Closing.

Section 5.2 Representations and Warranties of PUBCO

(a) Except as set forth in (i) the PUBCO Public Disclosures that are publicly available on the SEC's Electronic Data Analysis and Retrieval System ("EDGAR"), CNBVs Securities Information Transfer System (*Sistema de Transferencia de Información de Valores*, or "STIV") or BMV's Electronic Communication System with Securities Issuers (*Sistema Electrónico de Comunicación con Emisoras de Valores*, or "EMISNET"), in each case no later than three Business Days prior to the date of this Agreement (but (A) without giving effect to any amendment thereof filed with the SEC, the STIV o EMISNET on or after the date of this Agreement and (B) excluding any disclosure contained in such PUBCO Public Disclosures under the headings "Ri Factors" and "Cautionary Note Regarding Forward-Looking Statements" or similar headings, or sections of such reports and other disclosures that ar similarly predictive, cautionary or forward-looking in nature; *provided*, *however*, that for purposes of this clause (i), nothing disclosed in such PUBCO Publi Disclosures shall be deemed to be a qualification of, or modification to, the representations and warranties set forth in Section 1.1, Section 1.2, Section 1.3, Section 1.4, Section 1.5, Section 1.9, Section 1.10, Section 1.19, Section 1.30 and Section 1.31 of Annex III (*Representations and Warranties of PUBCO*)), or (ii) the disclosure schedule delivered by PUBCO to PRIVATECO prior to the execution of this Agreement (the "PUBCO Disclosur Schedule") (with each exception set forth in the PUBCO Disclosure Schedule being identified by reference to, or grouped under a heading referring to, specific individual section or subsection of Annex III (*Representations and Warranties of PUBCO*) and relating only to such section or subsection; *provided*, *however*, that a matter disclosed with respect to one representation and warranty shall also be deemed to be disclosed with respect to each other representation and warranty to which the matter disclosed reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in the PUBCO Disclosure Schedule), PUBCO hereby makes the representations and warranties to PRIVATECO as set forth Annex III (*Representations and Warranties of PUBCO*).

(b) PUBCO shall be deemed to reiterate such representations and warranties contemplated by this Section 5.2 on the Closing Date (giving effect to the foregoing exceptions) as a condition to the Closing.

(c) The representations and warranties of PUBCO given pursuant to this Section 5.2 shall not survive the Closing.

ARTICLE VI.
COVENANTS

Section 6.1 PRIVATECO Interim Operating Covenants.

(a) Between the date hereof and the Closing, PRIVATECO shall, and shall cause each member of the PRIVATECO Group to, except set forth in Section 6.1(a) of the PRIVATECO Disclosure Schedule or as expressly required by any other provision of this Agreement or as required b applicable Law (*provided*, that if PRIVATECO or a Subsidiary thereof is required by applicable Law to take an action in conflict with this Section 6.1(a), PRIVATECO will, to the extent permitted by Law, provide PUBCO with written notice in advance of taking such action), unless PUBCO provides pr written consent (which consent will not be unreasonably withheld, delayed or conditioned):

(i) conduct its activities in all material respects in the Ordinary Course;

(ii) use its commercially reasonable efforts to (A) preserve its business organizations and (B) maintain in all material respects its relationships with material customers, suppliers and others having material business relations with it;

(iii) use its commercially reasonable efforts to maintain satisfactory relationships with Governmental Entities that have jurisdiction over its Business and operations;

(iv) use its commercially reasonable efforts to maintain in effect all material PRIVATECO Permits; and

(v) not take any action that would reasonably be likely to prevent, impair or materially delay the consummation of the Merger and the other Transactions.

(b) Without limiting the generality of Section 6.1(a), between the date hereof and the Closing, PRIVATECO shall not, and shall cause each member of the PRIVATECO Group not to, except as set forth on the corresponding sub-section of Section 6.1(b) of the PRIVATECO Disclosure Schedule or as expressly required by any other provision of this Agreement or as required by applicable Law (*provided*, that if PRIVATECO or a Subsidiary thereof is required by applicable Law to take an action in conflict with this Section 6.1(b), PRIVATECO will, to the extent permitted by Law, provide PUBCO with written notice in advance of taking such action), unless PUBCO provides prior written consent (which consent will not be unreasonably withheld, delayed or conditioned):

(i) amend or amend and restate PRIVATECO's Organizational Documents;

(ii) issue, sell, pledge, dispose of, grant, transfer or encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, or Lien of, any shares of capital stock of, or other Equity Interests in, any member of the PRIVATECO Group of any class, or securities convertible into

or exchangeable or exercisable for, any shares of such capital stock or other Equity Interests, or any options, warrants, debentures (*obligaciones convertibles)* or other rights of any kind to acquire any shares of such capital stock or other Equity Interests or such convertible or exchangeable securities, or any other ownership interest (including any such interest represented by Contract right), of any member of the PRIVATECO Group other than (A) the issuance or transfer of Equity Interests of a member of the PRIVATECO Group to PRIVATECO or a Subsidiary of PRIVATEC (B) as set forth on Section 6.1(b)(ii) of the PRIVATECO Disclosure Schedule;

(iii) sell, pledge, abandon, dispose of, request cancellation, transfer, lease, license or encumber (other than pursuant to Permitted Liens) any material Trademarks, PRIVATECO Owned Intellectual Property, material property or assets of PRIVATECO Group (other than non-exclusi grants of licenses in Intellectual Property Rights in the Ordinary Course), except (i) pursuant to, or as required by, Contracts in effect as of the date o this Agreement and made available to PUBCO prior to the date hereof, or (ii) with respect to obsolete assets;

(iv) declare, set aside, make or pay any dividend or other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of PRIVATECO's capital stock or enter into any agreement with respect to the voting or registration of its capital stock;

(v) reclassify, combine, split, subdivide or amend the terms or authorized classes or series or types of, or redeem, purchase or otherwise acquire, directly or indirectly, any of PRIVATECO's capital stock, other Equity Interests or any other securities, or authorize or propose th issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or other securities;

(vi) merge or consolidate PRIVATECO or any Subsidiary or Non-Consolidated Venture thereof with any Person or adopt c implement a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the PRIVATECO Group or any members thereof;

(vii) acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any Person or any division thereof or any assets in an amount in excess of (x) $5,000,000 individually or (y) $5,000,000 in the aggregate in any 12 month period, other than (A) the planned purchase of aircraft, engines and associated equipment pursuant to Contracts in force on the date hereof as set forth in Section 6.1(b)(vii) of the PRIVATECO Disclosure Schedule, or (B) the purchase of inventory, raw materials, equipment, goods, or other supplies in the Ordinary Course;

(viii) enter into any new line of business that is not ancillary to any line of business of the PRIVATECO Group as of the date hereof;

(ix) (x) (i) (1) repurchase, assume, refinance, redeem, replace, prepay or incur any Indebtedness or issue any debt securities, or (2) issue or sell options, warrants, debentures (*obligaciones convertibles*), calls or other rights to acquire any debt securities of any member of the PRIVATECO Group, in each case (1) and (2), other than (A) for the financing or lease of aircraft or associated equipment (including engines) pursuan to an PRIVATECO Aircraft Finance Contract (or summaries thereof) made available to PUBCO prior to the date hereof, pursuant to a Contra made available to PUBCO prior to the date hereof or which PRIVATECO or any member of the PRIVATECO Group is otherwise contractua obligated as of the date hereof to purchase or lease, provided any such lease shall not have a term of greater than 12 years, and any pre-delivery deposits with respect to the foregoing, or (B) under any Credit Card Contract, (ii) make any loans, advances or capital contributions to any othe Person in an aggregate amount exceeding $5,000,000 in any given 12 month period, or any investments in any other Person, (iii) enter into any term loan or credit facility, (iv) enter into any "keep well" or other Contract to maintain any financial statement or similar condition of another Person or enter into any arrangement having the economic effect of any of the foregoing or (v) assume, guarantee or endorse, or otherwise become liable or responsible for similar obligations to those contemplated in clauses (i) and (ii) of any Person for borrowed money, or (y) agree to permit (i) any amendment, restatement, replacement, supplement or other modification to be made to, or any termination, recission or withdrawal of, or any waiver of any provision or remedy under, or any consent under, any document related to any Indebtedness or (ii) any material amendment, supplement, modification or waiver of the terms and conditions of, or documents related to any Indebtedness;

(x) terminate, cancel, assign or amend any PRIVATECO Material Contracts, or cancel, modify or waive any material right thereunder, or enter into or amend any Contract that, if existing on the date hereof, would be a PRIVATECO Material Contract, in each case, othe than in the Ordinary Course;

(xi) make or authorize any capital expenditure except for capital expenditures (i) detailed on PRIVATECO's annual capital expenditure budget (a copy of which in respect of 2025 and 2026 has been set forth in Section 6.1(b)(xi) of the PRIVATECO Disclosure Schedule), (ii) in respec of assets that are not, in the aggregate, in excess of $10,000,000, (iii) in connection with the planned extension, purchase or delivery of aircraft or associated equipment (including engines) pursuant to Contracts in effect as of the date hereof and disclosed on Section 6.1(b)(xi) of the PRIVATECO Disclosure Schedule, (iv) required for compliance with FAA, SICT, AFAC, AAC, DGAC, SENEAM or INM regulations applicable PRIVATECO, including airworthiness directives, mandatory orders or mandatory service bulletins, or (v) in connection with any scheduled o unscheduled restoration, repair, maintenance or other necessary work for the proper functioning of PRIVATECO Aircraft and engines;

(xii) except to the extent required by (i) applicable Law or (ii) the terms of any PRIVATECO Benefit Plan or PRIVATECO CB in each case, as in effect as of the date of this Agreement and made available to PUBCO: (A) except in the Ordinary Course with respect to an PRIVATECO Service Provider at the level below Vice President, increase the compensation or benefits payable or to become payable to an

PRIVATECO Service Provider (other than tax, accounting and legal consultants and contractors), (B) grant any awards, including any bonus, stay transaction, change in control or retention compensation or bonus arrangements, under a PRIVATECO Share Plan or otherwise grant any equity based awards or accelerate the vesting of any equity-based awards or other compensation or benefits, (C) grant any additional rights to severance or termination pay to, or enter into any severance agreement with any PRIVATECO Service Provider, (D) other than (i) with respect to newly hired employees on terms that are consistent with past practice for similarly situated employees of PRIVATECO and (ii) routine amendments or renewals to health and welfare plans that would not result in a material increase in benefits, establish, adopt, enter into or materially amend any material PRIVATECO Benefit Plan or any change in control, bonus, profit sharing, thrift, pension, retirement, deferred compensation, termination or severance or similar agreement, trust, fund, policy or arrangement for the benefit of any PRIVATECO Service Provider, (E) loan or advance any money or property to any PRIVATECO Service Provider (other than in connection with Ordinary Course business expense reimbursement and advances) or (F) except with respect to the open positions set forth in Section 6.1(b)(xii) of the PRIVATECO Disclosure Schedule, hire or terminate the employment (other than terminations for cause) of any employee at the level of Vice President or above;

(xiii) (i) other than as required by a Governmental Entity, terminate, discontinue, close or dispose of any route or core business operation, or lay off more than 200 employees in any six month period, or (ii) implement any early retirement or separation program, or any program providing early retirement window benefits or announce or plan any such action or program for the future;

(xiv) other than (A) as required by applicable Law, or (B) as otherwise required pursuant to PRIVATECO's or its Subsidiaries' contractual or legal obligation to negotiate in good faith with a labor union, enter into or amend any Collective Bargaining Agreement; *provided*, that, PRIVATECO shall use commercially reasonable efforts to keep PUBCO reasonably informed of material communications between any member of the PRIVATECO Group and a labor union in connection with any such negotiation, revision, or Collective Bargaining Agreement;

(xv) forgive the IAMSA Loan or any loans to or with any (A) PRIVATECO Service Providers, (B) Key PRIVATECO Holders, (C) Related Persons, or any of their respective affiliates;

(xvi) other than in the Ordinary Course, (A) delay or postpone the payment of accounts payable beyond their timely payment terms or (B) accelerate or cause the acceleration of the collection or receipt of accounts receivable;

(xvii) make any material change in accounting policies, practices, principles, methods or procedures in effect as of December 31, 2024, other than as required by IFRS or by Law, in each case, occurring after the date of this Agreement;

(xviii) enter into, terminate, extend, renew, refinance or materially amend any PRIVATECO Related Party Transaction;

(xix) implement any material new policies or practices (or make any material changes to existing policies or practices) with respect to equity, interest rate, currency or commodity derivatives or hedging transactions;

(xx) compromise, settle or agree to settle any actual or threatened Proceeding, other than any compromise, settlement or agreement in the Ordinary Course pursuant to which the sole remedy (other than compliance with customary confidentiality provisions) is the payment of monetary damages by PRIVATECO of (i) $500,000 or less individually, or (ii) $5,000,000 or less in the aggregate;

(xxi) (i) make, change, or revoke any material Tax election, (ii) settle or compromise any claim, assessment, audit, proceeding, or other controversy, or enter into any "closing agreement" within the meaning of Section 7121 of the U.S. Tax Code (or any similar provision of state, local, or foreign Law) in respect of material Taxes, in each case for an amount materially in excess of amounts reserved therefor in the applicable PRIVATECO Financial Statements, (iii) adopt or change any material Tax accounting method or period, (iv) amend any material Tax Return or take any position on any material Tax Return filed on or after the date of this Agreement that is materially inconsistent with elections made or positions taken in preparing or filing similar Tax Returns in prior periods, (v) surrender any right to claim a material Tax refund, or (vi) consent to any extension or waiver of the statute of limitations applicable to any material Tax claim or assessment;

(xxii) write up, write down or write off the book value of any tangible assets, in the aggregate, in excess of $1,000,000, except for depreciation, amortization, impairment or any other adjustment permitted, in each case in accordance with IFRS consistently applied;

(xxiii) amend, initiate, terminate or cause any condition that could reasonably be expected to result in the suspension or revocation of the Permits issued by any Governmental Entity, including AFAC, SENEAM, INM, DOT and FAA, in favor of any entity of the PRIVATECO Group and necessary for it to own, lease and operate its assets and properties and to operate the Business as currently conducted;

(xxiv) materially change the seat count, main cabin configuration or onboard amenities (including in-flight entertainment and wireless internet) of any aircraft subject to future delivery to PRIVATECO under any PRIVATECO Aircraft Purchase Contract from that presently in service with PRIVATECO, other than (i) as set forth in Section 6.1(b)(xxiv) of the PRIVATECO Disclosure Schedule, and (ii) changes determined in PRIVATECO's good faith to be improvements to customer experience;

(xxv) acquire, or exercise any option to acquire, any aircraft or engine, or incur or arrange for any financing related thereto, other than as set forth in Section 6.1(b)(xxv) of the PRIVATECO Disclosure Schedule;

(xxvi) take any action, or fail to take action, which action or failure would be reasonably expected to result in the loss of any PRIVATECO Slots (excluding temporary returns to the FAA, SICT, AFAC or any domestic or international airport);

(xxvii) amend, terminate or cause any condition that that could reasonably be expected to result in the cancellation of the registrations and airworthiness registration of all PRIVATECO Aircraft, before SICT, AFAC, FAA, IRMA or any Governmental Entity that issued su

registrations (except as required by applicable Law, airworthiness directives, mandatory orders or service bulletins, as applicable from time to time);

(xxviii) fail to continue, in respect of all PRIVATECO Aircraft, all material maintenance programs in the Ordinary Course (except a required by applicable Law, airworthiness directives, mandatory orders or service bulletins, as applicable from time to time), including using reasonable best efforts to keep all such PRIVATECO Aircraft (except for any PRIVATECO Aircraft undergoing maintenance, in storage or that is preserved) such condition as may be necessary to enable the airworthiness certification of such PRIVATECO Aircraft under the Federal Aviation Act and Mexican Law to be maintained in good standing at all times;

(xxix) receive services or acquire goods from taxpayers listed in the 'transactions with taxpayers' lists published pursuant to the fourth paragraph of Article 69-B of the CFF acquire tax losses from a taxpayer listed in the lists referred to in the ninth paragraph of Article 69-B Bis of the CFF, or engage in any activity that could result in its inclusion in the lists published pursuant to the second or fourth paragraph of Article 69-B or the ninth paragraph of Article 69-B bis of the CFF;

(xxx) create or incur any Lien on any assets, rights or properties of PRIVATECO or any other member of the PRIVATECO Grou (other than PRIVATECO Owned Intellectual Property), other than Permitted Liens; or

(xxxi) agree, resolve, authorize or enter into any Contract or otherwise make any commitment, in each case to do any of the foregoing in clauses (i) through (xxx).

(c) Notwithstanding the foregoing, PRIVATECO may undertake any action contemplated by this Agreement, (i) to the extent required by applicable Law, (ii) to the extent required by an enforceable decision of a Regulatory Authority, (iii) to the extent required to address immediate safety or operational emergencies that, if not taken, could be reasonably expected to result in material harm to life, property or operations, or (iv) pursuant to any airworthiness directives, mandatory orders or service bulletins, as applicable from time to time. Subject to applicable Law, PRIVATECO shall promptly inform PUBCO in writing in advance of taking any such action, reasonably consult with and consider in good faith the input of PUBCO prior to taking such action and comply with the foregoing to the greatest extent reasonably practicable in taking such action.

(d) Nothing contained in this Agreement shall be interpreted to give PUBCO, directly or indirectly, the right to control PRIVATECO or any of its Subsidiaries or direct the business or operation of PRIVATECO or any of its Subsidiaries prior to the Effective Time.

Section 6.2 PUBCO Interim Operating Covenants.

(a) Between the date hereof and the Closing, PUBCO shall, and shall cause each member of the PUBCO Group to, except as set forth in Section 6.2(a) of the PUBCO Disclosure Schedule or as expressly required by any other provision of this Agreement or as required by applicable Law (*provided*, that if PUBCO or a Subsidiary thereof is required by applicable Law to take an action in conflict with this Section 6.2(a), PUBCO will, to the extent permitted by Law, provide PRIVATECO with written notice in advance of taking such action), unless PRIVATECO provides prior written consent (which consent will not be unreasonably withheld, delayed or conditioned):

(i) conduct its activities in all material respects in the Ordinary Course;

(ii) use its commercially reasonable efforts to (A) preserve its business organizations and (B) maintain in all material respects its relationships with material customers, suppliers and others having material business relations with it;

(iii) use its commercially reasonable efforts to maintain satisfactory relationships with Governmental Entities that have jurisdiction over its Business and operations;

(iv) use its commercially reasonable efforts to maintain in effect all material PUBCO Permits; and

(v) not take any action that would reasonably be likely to prevent, impair or materially delay the consummation of the Merger and the other Transactions.

(b) Without limiting the generality of Section 6.2(a), between the date hereof and the Closing, PUBCO shall not, and shall cause each member of the PUBCO Group not to, except as set forth on the corresponding sub-section of Section 6.2(b) of the PUBCO Disclosure Schedule or as expressly required by any other provision of this Agreement or as required by applicable Law (*provided*, that if PRIVATECO or a Subsidiary thereof is required by applicable Law to take an action in conflict with this Section 6.2(b), PRIVATECO will, to the extent permitted by Law, provide PUBCO with written notice in advance of taking such action), unless PRIVATECO provides prior written consent (which consent will not be unreasonably withheld, delayed or conditioned):

(i) amend or amend and restate the PUBCO Organizational Documents;

(ii) issue, sell, pledge, dispose of, grant, transfer or encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, or Lien of, any shares of capital stock of, or other Equity Interests in, any member of the PUBCO Group of any class, or securities convertible into, or exchangeable or exercisable for, any shares of such capital stock or other Equity Interests, or any options, warrants, debentures (*obligaciones convertibles*) or other rights of any kind to acquire any shares of such capital stock or other Equity Interests or such convertible or exchangeable securities, or any other ownership interest (including any such interest represented by Contract right), of any member of the PUBCO Group, other than

(A) the issuance of PUBCO Shares upon the vesting or settlement of PUBCO RSU Awards outstanding as of the date hereof in accordance with the terms, (B) the issuance of PUBCO Shares upon the exercise of the PUBCO Options outstanding as of the date hereof in accordance with their term (C) the issuance or transfer of Equity Interests of a member of the PUBCO Group to another member of the PUBCO Group or (D) as set forth Section 6.2(b)(ii) of the PUBCO Disclosure Schedule;

(iii) sell, pledge, abandon, dispose of, request cancellation, transfer, lease, license or encumber (other than pursuant to Permitted Liens) any material Trademarks, PUBCO Owned Intellectual Property, material property or assets of PUBCO Group (other than non-exclusive grants licenses in Intellectual Property Rights in the Ordinary Course), except (i) pursuant to, or as required by, Contracts in effect as of the date of this Agreement and made available to PRIVATECO prior to the date hereof, or (ii) with respect to obsolete assets;

(iv) declare, set aside, make or pay any dividend or other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of PUBCO's capital stock or enter into any agreement with respect to the voting or registration of its capital stock, other than to set aside or make payments then due and payable pursuant to the terms of PUBCO CSARs outstanding as of the date hereof in accordance with their terms;

(v) reclassify, combine, split, subdivide or amend the terms of, or redeem, purchase or otherwise acquire, directly or indirectly, any of PUBCO's capital stock, other Equity Interests or any other securities, or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or other securities;

(vi) merge or consolidate PUBCO or any Subsidiary thereof with any Person (other than, solely in respect of a Subsidiary of PUBCO with any other Subsidiary of PUBCO) or adopt or implement a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the PUBCO Group or any members thereof;

(vii) acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any Person or any division thereof or any assets in an amount in excess of (x) $[***] individually or (y) $[***] in the aggregate in any 12 month period, other than (A) the planned purchase of aircraft, engines and associated equipment pursuant to Contracts in force on the date hereof as set forth in Section 6.2(b)(vii) of the PUBCO Disclosure Schedule, or (B) the purchase of inventory, raw materials, equipment, goods, or other supplies in the Ordinary Course;

(viii) enter into any new line of business that is not ancillary to any line of business of the PUBCO as of the date hereof;

(ix) (x) (i) (1) repurchase, assume, refinance, redeem, replace, prepay or incur any Indebtedness or issue any debt securities, or (2) issue or sell options, warrants, debentures (*obligaciones convertibles*), calls or other rights to acquire any debt securities of any member of the PUBCO Group, in each case (1) and (2), other than(A) for the financing or lease of aircraft or associated equipment (including engines) pursuant to the PUBCO Aircraft Finance Contracts (or summaries thereof) made available to PRIVATECO prior to the date hereof, pursuant to a Contract made available to PRIVATECO prior to the date hereof or which PUBCO or any member of the PUBCO Group is otherwise contractually obligated as the date hereof to purchase or lease, provided any such lease shall not have a term of greater than [***] years, and any pre-delivery deposits with respect to the foregoing, (B) under any Credit Card Contract, or(C) in connection with any drawdown or repayment on the revolving credit facilities set forth on Section 6.2(b)(ix)(C) of the PUBCO Disclosure Schedule(ii) make any loans, advances or capital contributions to any other Person in an aggregate amount exceeding $[***] in any given 12 month period, or any investments in any other Person, (iii) enter into any term loan or credit facility, (iv) enter into any "keep well" or other Contract to maintain any financial statement or similar condition of another Person or enter into any arrangement having the economic effect of any of the foregoing or (v) assume, guarantee or endorse, or otherwise become liable or responsible for similar obligations to those contemplated in clauses (i) and (ii) of any Person for borrowed money, or (y) agree to permit (i) any amendment, restatement, replacement, supplement or other modification to be made to, or any termination, recission or withdrawal of, or any waiver of any provision or remedy under, or any consent under, any document related to any Indebtedness or (ii) any material amendment, supplement, modification or waiver of the terms and conditions of, or documents related to any Indebtedness;

(x) terminate, cancel, assign or amend any PUBCO Material Contract, or cancel, modify or waive any material rights thereunder, or enter into or amend any Contract that, if existing on the date hereof, would be a PUBCO Material Contract;

(xi) make or authorize any capital expenditure except for capital expenditures (i) detailed on PUBCO's annual capital expenditure budget (a copy of which in respect of 2025 and 2026 has been set forth in Section 6.2(b)(xi) of the PUBCO Disclosure Schedule), (ii) in respect of assets that are not, in the aggregate, in excess of $[***], (iii) in connection with the planned extension, purchase or delivery of aircraft or associated equipment (including engines) pursuant to Contracts in effect as of the date hereof and disclosed on Section 6.2(b)(xi) of the PUBCO Disclosure Schedule, (iv) required for compliance with FAA, SICT, AFAC, AAC, DGAC, SENEAM or INM regulations applicable to PUBCO, including airworthiness directives, mandatory orders or mandatory service bulletins or (v) in connection with any scheduled or unscheduled restoration, repair, maintenance or other necessary work for the proper functioning of PUBCO Aircraft and Engines;

(xii) except to the extent required by (i) applicable Law or (ii) the terms of any PUBCO Benefit Plan or PUBCO CBA, in each case as in effect as of the date of this Agreement and made available to PRIVATECO: (A) except in the Ordinary Course with respect to any PUBCO Service Provider at the level below Vice President, increase the compensation or benefits payable or to become payable to any PUBCO Service Provider (other than tax, accounting and legal consultants and contractors), (B) grant any awards, including any bonus, stay, transaction, change in control or retention compensation or bonus arrangements, under a PUBCO Share Plan or otherwise grant any equity-based awards or accelerate the

vesting of any equity based awards or other compensation or benefits, (C) grant any additional rights to severance or termination pay to, or enter into any severance agreement with any PUBCO Service Provider, (D) other than (i) with respect to newly hired employees on terms that are consistent with past practice for similarly situated employees of PUBCO and (ii) routine amendments or renewals to health and welfare plans that would not result in a material increase in benefits, establish, adopt, enter into or materially amend any material PUBCO Benefit Plan or any change in control, bonus, profit sharing, thrift, pension, retirement, deferred compensation, termination, severance or similar agreement, trust, fund, policy or arrangement for the benefit of any PUBCO Service Provider, (E) loan or advance any money or property to any PUBCO Service Provider (other than in connection with Ordinary Course business expense reimbursement and advances) or (F) except with respect to the open positions set forth in Section 6.2(b)(xii) of the PUBCO Disclosure Schedule, hire or terminate the employment (other than terminations for cause) of any employee at the level of Vice President or above;

(xiii) (i) other than as required by a Governmental Entity, terminate, discontinue, close or dispose of any route or core business operation, or lay off more than [***] employees in any [***] month period, or (ii) implement any early retirement or separation program, or any program providing early retirement window benefits or announce or plan any such action or program for the future;

(xiv) other than (A) as required by applicable Law or (B) as otherwise required in connection with PUBCO's or its Affiliates' contractual or legal obligation to negotiate in good faith with a labor, union enter into or amend any Collective Bargaining Agreement; provided, that, PUBCO shall use commercially reasonable efforts to keep PRIVATECO reasonably informed of material communications between any member of the PUBCO Group and a labor union in connection with any such negotiation, revision, or Collective Bargaining Agreement;

(xv) forgive any loans to or with any (A) PUBCO Service Providers, (B) Key PUBCO Holders or (C) Related Persons, or any of their respective affiliates;

(xvi) other than in the Ordinary Course, (A) delay or postpone the payment of accounts payable beyond their timely payment terms or (B) accelerate or cause the acceleration of the collection or receipt of accounts receivable;

(xvii) make any material change in accounting policies, practices, principles, methods or procedures in effect as of December 31, 2024, other than as required by IFRS, the NYSE, the BMV or by Law, in each case, occurring after the date of this Agreement;

(xviii) enter into, terminate, extend, renew, refinance or materially amend any PUBCO Related Party Transaction;

(xix) implement any material new policies or practices (or make any material changes to existing policies or practices) with respect to equity, interest rate, currency or commodity derivatives or hedging transactions;

(xx) compromise, settle or agree to settle any actual or threatened Proceeding, other than any compromise, settlement or agreement in the Ordinary Course pursuant to which the sole remedy is (other than compliance with customary confidentiality provisions) the payment of monetary damages by PUBCO of (i) $[***] or less individually, or (ii) $[***] or less in the aggregate;

(xxi) (i) make, change, or revoke any material Tax election, (ii) settle or compromise any claim, assessment, audit, proceeding, or other controversy, or enter into any "closing agreement" within the meaning of Section 7121 of the U.S. Tax Code (or any similar provision of state, local, or foreign Law) in respect of material Taxes, in each case for an amount materially in excess of amounts reserved therefor in the applicable PUBCO Financial Statements, (iii) adopt or change any material Tax accounting method or period, (iv) amend any material Tax Return or take any position on any material Tax Return filed on or after the date of this Agreement that is materially inconsistent with elections made or positions taken in preparing or filing similar Tax Returns in prior periods, (v) surrender any right to claim a material Tax refund, or (vi) consent to any extension or waiver of the statute of limitations applicable to any material Tax claim or assessment;

(xxii) write up, write down or write off the book value of any tangible assets, in the aggregate, in excess of $[***], except for depreciation, amortization, impairment or any other adjustment permitted, in each case in accordance with IFRS consistently applied;

(xxiii) amend, initiate, terminate or cause any condition that could reasonably be expected to result in the suspension or revocation of the Permits issued by any Governmental Entity, including AFAC, SENEAM, INM, DOT and FAA, in favor of any entity of the PUBCO Group necessary for it to own, lease and operate its assets and properties and to operate the Business as currently conducted;

(xxiv) materially change the seat count, main cabin configuration or onboard amenities (including in-flight entertainment and wireless internet) of any aircraft subject to future delivery to PUBCO under any PUBCO Aircraft Purchase Contract from that presently in service with PUBCO, other than (i) as set forth in Section 6.2(b)(xxiv) of the PUBCO Disclosure Schedule and (ii) changes determined in PUBCO's good faith to be improvements to the customer experience;

(xxv) acquire, or exercise any option to acquire, any aircraft or engine, or incur or arrange for any financing related thereto, other than as set forth in Section 6.2(b)(xxv) of the PUBCO Disclosure Schedule;

(xxvi) take any action, or fail to take action, which action or failure would be reasonably expected to result in the loss of any PUBCO Slots (excluding temporary returns to the FAA, SICT, AFAC or any domestic or international airport);

(xxvii) amend, terminate or cause any condition that that could reasonably be expected to result in the cancellation of the registrations and airworthiness registration of all PUBCO Aircraft, before SICT, AFAC, FAA, IRMA or any Governmental Entity that issued such registratio (except as required by applicable Law, airworthiness directives, mandatory orders or service bulletins, as applicable from time to time);

(xxviii) fail to continue, in respect of all PUBCO Aircraft, all material maintenance programs in the Ordinary Course (except as required by applicable Law, airworthiness directives, mandatory orders or service bulletins, as applicable from time to time), including using reasonable best efforts to keep all such PUBCO Aircraft (except for any PUBCO Aircraft undergoing maintenance, in storage or that is preserved) in such condition a may be necessary to enable the airworthiness certification of such PUBCO Aircraft under the Federal Aviation Act and Mexican Law to be maintaine in good standing at all times;

(xxix) receive services or acquire goods from taxpayers listed in the 'transactions with taxpayers' lists published pursuant to the fourth paragraph of Article 69-B of the CFF, acquire tax losses from a taxpayer listed in the lists referred to in the ninth paragraph of Article 69-B of the CFF, or engage in any activity that could result in its inclusion in the lists published pursuant to the second or fourth paragraph of Article 69-B or the ninth paragraph of Article 69-B bis of the CFF;

(xxx) create or incur any Lien on any assets, rights or properties of PUBCO or any other member of the PUBCO Group (other tha PUBCO Owned Intellectual Property), other than Permitted Liens; or

(xxxi) agree, resolve, authorize or enter into any Contract or otherwise make any commitment, in each case to do any of the foregoing in clauses (i) through (xxx).

(c) Notwithstanding the foregoing, PUBCO may undertake any action contemplated by this Agreement, (i) to the extent required b applicable Law, (ii) to the extent required by an enforceable decision of a Regulatory Authority, (iii) to the extent required to address immediate safety or operational emergencies that, if not taken, could be reasonably expected to result in material harm to life, property or operations, or (iv) pursuant to any airworthiness directives, mandatory orders or service bulletins, as applicable from time to time. Subject to applicable Law, PUBCO shall promptly inform PRIVATECO in writing in advance of taking any such action, reasonably consult with and consider in good faith the input of PRIVATECO prior to takir such action and comply with the foregoing to the greatest extent reasonably practicable in taking such action.

(d) Nothing contained in this Agreement shall be interpreted to give PRIVATECO, directly or indirectly, the right to control PUBCO any of its Subsidiaries or direct the business or operation of PUBCO or any of its Subsidiaries prior to the Effective Time.

Section 6.3 Consents. As promptly as reasonably practicable following the execution of this Agreement, the Parties shall initiate the processes relating to the Consents, and comply with their other respective undertakings, set forth in Annex IV (*Covenants Related to Consents*).

Section 6.4 Support for the Transactions. PUBCO shall seek to obtain the required PUBCO shareholder votes as promptly as reasonab practicable (taking into consideration legal, tax and accounting constraints), PRIVATECO shall seek to obtain the PRIVATECO Shareholder Conse (including, if applicable, required PRIVATECO shareholder votes) as promptly as reasonably practicable (which PRIVATECO Shareholder Consent shall b obtained by PRIVATECO, in any event, no later than the PRIVATECO Approval Deadline); and the Parties shall comply with their respective undertakin set forth in Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*). Each Key PUBCO Holder and each Key PRIVATECO Holder, in its respective capacity as a shareholder of PUBCO or PRIVATECO, as applicable, has entered into a PUBCO Support Agreement or PRIVATECO Support Agreement setting forth certain undertakings by such shareholder in connection with the Transactions. Each of PRIVATECO a PUBCO agree to take such actions as are reasonably necessary to enforce the undertakings contained in the PRIVATECO Support Agreement and PUBC Support Agreements, as applicable; *provided* that, in no event shall this Section 6.4 require that PUBCO enforce a PUBCO Support Agreement contravention of or conflict with a Key PUBCO Holder's fiduciary duties owed to PUBCO or its shareholders in such Key PUBCO Holder's capacity a director or officer thereof pursuant to Mexico Law.

Section 6.5 Transaction Litigation. In the event of any Proceeding related to this Agreement or the Transactions that involves PUBCO PRIVATECO or any of their respective officers or members of the PUBCO Board or PRIVATECO Board, as applicable (such Proceeding "Transaction Litigation"), each Party shall as promptly as reasonably practicable notify the other Party of such Transaction Litigation and shall keep the other Party reasonably informed with respect to the status thereof. To the extent that any Governmental Entity institutes any Transaction Litigation challenging this Agreement or the Transactions as violative of any antitrust or competition law, each Party shall, and shall cause their respective Representatives to, use reasonable best efforts to cooperate to contest and resist, except insofar as PUBCO and PRIVATECO may otherwise agree, any such Transaction Litigatio including any such Proceeding that seeks a temporary restraining order or preliminary injunction that would prohibit, prevent, or restrict consummation of the Transactions contemplated by this Agreement. Without limiting in any way the Parties' obligations under Annex IV (*Covenants Related to Consents*), each of PUBCO and PRIVATECO shall cooperate and give the other a reasonable opportunity to participate in the defense or settlement of any Transactio Litigation, and no such settlement shall be agreed to without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed). Without limiting the Parties' obligations under Annex IV (*Covenants Related to Consents*), each of PUBCO and PRIVATEC shall cooperate, shall cause their respective Subsidiaries to cooperate, and shall use its reasonable best efforts to cause its Representatives to cooperate, in the defense of such Transaction Litigation. Without limiting the preceding sentence, each Party will give the other Party a reasonable opportunity to review and comment on all filings or responses to be made by it in connection with any such Proceeding, and it will in good faith take such comments into account.

Section 6.6 Exclusivity; Acquisition Proposals. From the date of this Agreement until the earlier of (i) the Closing Date and (ii) the termination of this

Agreement in accordance with the terms hereof, each Party shall comply with the provisions set forth in Annex VI (*Acquisition Proposals*).

Section 6.7 Employee and D&O Matters. Each Party shall, and shall cause each of its Subsidiaries to, comply with their corresponding specific undertakings relating to the current and former directors and employees of PRIVATECO and PUBCO set forth in Annex VII (*Employee and D&O Matters*).

Section 6.8 Implementation; Cooperation.

(a) The Parties shall negotiate in good faith and use their reasonable best efforts to finalize all agreements, take all actions, and do all things necessary to implement the Merger in accordance with this Agreement. Without limiting the generality of the foregoing, the Parties shall comply with their corresponding undertakings set forth in Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*), including in relation with the implementation of Annex I (*Combination Mechanics*).

(b) Without limiting any other obligations herein and subject to applicable Law (including the Guidelines for the Exchange of Information between Economic Agents (*Guía para el Intercambio de Información entre Agentes Económicos*) issued by the extinct Federal Antitrust Agency (*Comisión Federal de Competencia Económica*) of Mexico, predecessor of the new Federal Antitrust Agency (*Comisión Nacional Antimonopolio*) of Mexico, as such guidelines may be replaced from time to time, the "Mexico Exchange of Information Guidelines"), each Party shall cooperate and use its reasonable best efforts to keep the other Party reasonably and timely informed about any matters, facts or events relating to such Party or its Subsidiaries that could reasonably be expected to have a material effect on this Agreement or the Transactions or lead to a Material Adverse Effect.

Section 6.9 Confidentiality/Announcements.

(a) Except as otherwise expressly set forth herein or as required by applicable Law, the existence and content of this Agreement are strictly confidential and subject to the Confidentiality Agreement; *provided* that, nothing in the Confidentiality Agreement shall restrict the ability of either Party thereto to take any actions expressly contemplated or required by this Agreement.

(b) If a Party is required by any applicable Law to make any announcement or to provide information to any Governmental Entity in connection with this Agreement or the Transactions, such Party shall (to the extent permitted by Law, and in addition to any applicable obligations pursuant to the Confidentiality Agreement) promptly notify the other Party in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with the other Party's reasonable requests to preserve the confidentiality of this Agreement consistent with applicable Law.

(c) PUBCO and PRIVATECO shall jointly announce the entry into this Agreement on the basis of one or more mutually agreed press statements (or translations thereof) (which shall not be issued prior to the written consent of each of PUBCO and PRIVATECO, which consent shall not be unreasonably withheld, delayed or conditioned) and cooperate with one another in good faith in connection with any public statements and investor relations activities regarding the Transactions, as further set forth in, and subject to the terms of, the Confidentiality Agreement. PUBCO and PRIVATECO agree that no public release or announcement concerning the Transactions will be issued by any Party without the prior written consent of the other Party (which consent will not be unreasonably withheld, delayed or conditioned), except to the extent such release or announcement contains information that is consistent with the press release referred to in the prior sentence or any other press release previously issued made in accordance with this Agreement.

Section 6.10 Financing Cooperation.

(a) Subject to Section 6.1 and Section 6.2, the Parties agree to use commercially reasonable efforts to cooperate to mutually determine and implement or cause to be implemented necessary, advisable or appropriate arrangements, in anticipation of the consummation of the Merger, regarding each Party's and each other member of the PRIVATECO Group's and PUBCO Group's financing agreements, Aircraft Finance Contracts, indentures and other documents relating to Indebtedness of the Parties, including arrangements by way of amendments, consents, redemption, payoff, new financing or otherwise, with respect to retaining or refinancing a Party's Indebtedness, consenting to use of each Party's logos and trademarks in connection with the financing or preparation of schedules or marketing materials; provided that, notwithstanding anything to the contrary contained herein, (i) in no event shall PUBCO or the Combined Company be required to assume (including by way of successor liability to PRIVATECO at the Closing), or be required to enter enter into or grant, any Third-Party Guarantee of the PRIVATECO Group unless (A) a true, complete and correct copy of such Third-Party Guarantee has been made available to PUBCO prior to the date of this Agreement, and such Third-Party Guarantee is specifically identified on Schedule 6.10(a) or (B) following the date of this Agreement, PUBCO provides its written consent in respect thereof (after having received a true, complete and correct copy of such Third-Party Guarantee), and (ii) in no event shall any member of the PRIVATECO Group or the PUBCO Group enter into any Third-Party Guaran following the date of this Agreement unless the other Party provides its written consent in respect thereof (after having received a true, complete and correct copy of such Third-Party Guarantee). Without limiting the foregoing, and notwithstanding anything to the contrary contained in this Agreement, each of PRIVATECO and PUBCO shall (i) not, and shall not permit any member of the PRIVATECO Group or PUBCO Group, as applicable, to, extend or renew any Contract containing or underlying a Third-Party Guarantee absent the other Party's prior written consent and (ii) reasonably cooperate (x) to obtain customary payoff letters from the holders of any Indebtedness that the Parties reasonably determine and agree to be necessary or advisable to repay in connection with the Transaction and (y) to make arrangements for such holders of Indebtedness to deliver to the Parties, subject to the prior receipt of the applicable payoff amounts, releases of all related Liens and terminations of all related guarantees at, and subject to the occurrence of, the Closing.

(b) PRIVATECO shall use its respective reasonable best efforts (at IAMSA Borrower's sole cost and expense) to seek to identify, as promptly as reasonably practicable following the date hereof, one or more prospective third-party lenders to enter into and deliver binding written commitment

letters to extend debt financing to IAMSA Borrower in the amounts set forth therein for the purpose of financing the IAMSA Payoff, prior to or on the Closi Date (each, including all exhibits, schedules, annexes and amendments thereto, collectively with each fee letter associated therewith, a "Commitment Letter"); provided that, any such Commitment Letter shall provide that PUBCO is a third party beneficiary thereof and is entitled to enforce such Commitment Lette provided further that, any such Commitment Letter shall be on terms and in form reasonably acceptable to PUBCO (such consent not to be unreasonabl withheld). PRIVATECO and PUBCO shall reasonably cooperate with IAMSA Borrower in its efforts to arrange and obtain the IAMSA Payoff; provided that, in no event shall the reasonable best efforts of either Party under this Section 6.10(b) be deemed or construed to require any member of the PUBCC Group or the PRIVATECO Group, nor shall either Party permit any member of the PUBCO Group or the PRIVATE Group, as applicable, to, without prior written consent of the other Party, directly or indirectly (as applicable) (x) forgive or assume the IAMSA Loan or any portion thereof, (y) extend an guarantee or security, or (z) pay or incur any fee, expense or other liability, or offer or grant any concession, incentive or other consideration. In the event that Commitment Letters for all or a portion of the IAMSA Loan Amount have been obtained and delivered prior to Closing, PRIVATECO shall mal arrangements to deliver to IAMSA Borrower at the Closing, subject to prior consummation of the IAMSA Payoff, customary payoff letters (in for acceptable to PUBCO) and, subject to PRIVATECO's prior receipt of the full IAMSA Loan Amount, releases of related Liens and terminations of a related guarantees (in form acceptable to PUBCO). In the event that Commitment Letters have not been obtained by IAMSA Borrower, in accordance wi the terms hereof, for the full IAMSA Payoff by the date that is three months following the date of this Agreement, PRIVATECO shall coordinate with IAMS Borrower and PUBCO to draft definitive long-form documentation memorializing the terms attached hereto as Exhibit H (which documentation shall be subject to PUBCO's consent) (the "Refinancing Documentation") to, solely if necessary, effectuate the IAMSA Refinancing at Closing; provided that, the obligations in this sentence shall not affect the ongoing obligations of the Parties under the first two sentences of this Section 6.10(b) (it being understood that the IAMSA Refinancing shall only occur if not reasonably possible to effectuate the IAMSA Payoff at the Closing). In the event that the IAMSA Payoff is not effectuate prior to or as of Closing, PRIVATECO shall consummate the IAMSA Refinancing as of Closing pursuant to the Refinancing Documentation and deliver PUBCO at Closing evidence thereof, including Refinancing Documentation duly executed by IAMSA Borrower and PRIVATECO.

Section 6.11 Management Incentive Plan The Parties shall cooperate to develop a mutually agreeable management incentive equity plan for the Combined Company, (i) which management incentive equity plan's annual equity pool shall not exceed, during the five years following the Effective Date, [***]% of the fully diluted equity as of the Closing Date to be issued by the Combined Company over a [***] year period (equivalent to not more than [***]% per year) (as amended, modified or supplemented from time to time, the "Combined Company MIP"), and which Combined Company MIP shall be adopted and approved by the Combined Company Board as of the Effective Time, and thereafter managed by the Combined Company Board.

Section 6.12 Tax Matters.

(a) The Parties intend that the Merger will be treated for applicable Mexican income tax purposes in accordance with the Intended Mexico Tax Treatment. Prior to Closing, the Parties will reasonably cooperate to determine whether any Notice to Carry Out a Subsequent Merger (*Aviso para llevar a cabo una fusión posterior*) in terms of form 48/CFF of Annex 1-A of the Miscellaneous Tax Resolution (the "MTR") for 2025, (a "SAT Notice") or authorization for the Merger (*Autorización para llevar a cabo una fusión posterior*) from the SAT (the "SAT Authorization") is required to satisfy the Intended Tax Treatment, and, if so, they will provide prior to Closing, as applicable, all the necessary information and documentation to (i) file the SAT Notices before the SAT, or, alternatively, (ii) obtain the SAT Authorization from the SAT. In the case of clause (i) of the preceding sentence, the Parties shall file the SAT Notices before the SAT by such deadline as is required under applicable Law. In the case of prong (ii) of the second preceding sentence, the Parties will cooperate to obtain the SAT Authorization by such deadline as is required under applicable Law. Without limiting the foregoing, each of the Parties shall comply with all applicable Tax-related requirements under Mexico Law to achieve the foregoing Intended Mexico Tax Treatment, to the extent permitted by applicable Law, and shall provide all information and documentation necessary to prepare for the filing of all notices applicable to the Merger, including:

(i) the pre-filing review of the notice of cancellation in the Federal Taxpayers Registry due to a merger (*Revisión previa a la presentación del aviso de cancelación en el RFC por fusión de sociedades*), in terms of Form 316/CFF of Annex 1-A of the MTR for 2025;

(ii) the cancellation of the Federal Taxpayers Registry (*Aviso de cancelación en el RFC por fusión de sociedades*) of PRIVATECO following the Effective Date, in terms of Form 86/CFF of Annex 1-A of the MTR for 2025;

(iii) the submission of the audited financial statements used as basis for the Merger and prepared as a consequence thereof (*Dictamen de fusión y escisión de sociedades*), in terms of Form 314/CFF of Annex 1-A of the MTR for 2025;

(iv) the filing of any Tax Returns that, under Mexican Tax Law, correspond to PRIVATECO for the tax year that concluded due to the Merger;

(v) the filing of the informative return for relevant operations carried out within five years from the Closing Date, as referred to in the eighth paragraph of Article 14-B of the Mexican Federal Tax Code ("CFF"), if applicable;

(vi) upon the signing of the Merger Agreement, the filing of the modification or registration of partners, shareholders, members, and other persons forming part of a legal entity's organizational structure, as well as those exercising control, significant influence, authority, and its legal representatives, in terms of Form 295/CFF of Annex 1-A of the MTR for 2025; and

(vii) any other filings set forth in Mexico Law required to achieve the Intended Mexico Tax Treatment.

(b) PUBCO shall make all the Mexican Tax filings required under Mexico Law for the Merger to be treated in accordance with th Intended Mexico Tax Treatment, including those set forth in Section 6.12(a).

(b) In the event that, prior to the date of this Agreement, PRIVATECO or PUBCO has either (i) received services or acquired gooc from taxpayers listed in the 'transactions with taxpayers' lists published pursuant to the fourth paragraph of Article 69-B of the CFF or acquired tax losses from a taxpayer listed in the lists referred to in the ninth paragraph of Article 69-B Bis of the CFF, and the applicable Tax Authorities have initiated the procedure referred to in such articles of the CFF, or (ii) has been listed in the lists published pursuant to the second or fourth paragraph of Article 69-B or the ninth paragraph of Article 69-B bis of the CFF, PRIVATECO or PUBCO, as applicable, shall, prior to the Effective Time, (i) adequately demonstrate to t SAT the materiality of the transactions supported by invoices (CFDIs), or, alternatively, that such transactions have been corrected (provided the correction entails that the corresponding tax effects arising from the CFDIs shall not be considered for purposes of determining the taxpayer's tax result and be considered for value added tax purposes) or (ii) rebut the presumption of inexistence of the operations of improper transfer of tax losses in accordance with applicable Law.

(c) The Parties agree that any financial statements used as a basis for the Merger or prepared as a consequence thereof shall be audited by a certified public accountant duly registered in accordance with the general rules and regulations issued by the SAT.

(d) The Parties agree that the requirements and conditions set forth in Filing 316/CFF of Annex 1-A of the Miscellaneous Tax Resolutio for 2025 shall be satisfied prior to the Closing, if applicable, or within the timeframe established under applicable Law, which include, among others, the following:

(i) With respect to the merged entity (*sociedad fusionada*):

(A) it is not included in the lists referenced in Article 69 of the Mexican Federal Tax Code (CFF), except for Section VI relatir solely to condoned tax liabilities;

(B) it is not included in the lists referenced in the second and fourth paragraphs of Article 69-B of the CFF; and

(C) the income reported in its annual tax returns is consistent with the income reflected in its Digital Tax Invoices (CFDIs), withou prejudice to the audit powers of the Tax Authorities.

(D) if the merged entity (*sociedad fusionada*) qualifies as an obligated party for purposes of carrying out vulnerable activities under the Federal Law for the Prevention and Identification of Transactions with Illicit Proceeds (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*) and its Regulations, it shall deregister in accordance with the applicable provisions.

(ii) With respect to the merging entity (*sociedad fusionante*):

(A) it maintains a valid electronic signature (e.firma) for both the legal entity and its legal representative;

(B) it maintains an active tax mailbox (buzón tributario); and

(C) its partners and shareholders registry is duly updated in accordance with Filing 295/CFF.

(e) If necessary to ensure that their shareholder registries are properly maintained with the SAT as of the Closing, PRIVATECO and/c PUBCO, as applicable, shall file appropriate shareholder update notices in accordance with section 295/CFF of Annex 1A of the 2025 Miscellaneous Ta Resolution (*Resolución Miscelánea Fiscal de 2025*).

Section 6.13 Access.

(a) Subject to the Confidentiality Agreement and applicable Law (including the Mexico Exchange of Information Guidelines), each c PUBCO and PRIVATECO shall (and shall cause its respective Subsidiaries to) afford the other and the other's authorized representatives, including outsic U.S. and Mexican legal counsel ("Representatives"), reasonable access, during normal business hours throughout the period prior to the Closing, in such a manner as not to unreasonably interfere in any material respect with the conduct of the business of such Party, to its employees, properties, books and records and, during such period, each shall (and shall cause its respective Subsidiaries to) furnish promptly to the other all information concerning its business, properties and personnel as may reasonably be requested by the other or the other's Representatives, including in order to facilitate the Parties' integration and operational transition efforts, or as otherwise deemed appropriate by the Parties; *provided* that no investigation pursuant to this Section 6.13 shall affect or be deemed to modify any representation or warranty made by PUBCO or PRIVATECO in this Agreement; *provided*, *further*, that the foregoing shall not require PUBCO or PRIVATECO to disclose (i) any privileged information of PUBCO or PRIVATECO, as applicable, or any of its Subsidiaries that wo as determined in good faith by the relevant Party after consultation with outside counsel, waive the protection of attorney-client privilege, (ii) any information (A) that PUBCO or PRIVATECO, as applicable, determines, in good faith (in their sole discretion), is commercially or competitively sensitive or (I disclosure of which to the other Party or its outside legal counsel would, in the view of the disclosing Party's outside U.S. legal counsel (x) be inappropriate to disclose to the other Party or its outside legal counsel and (y) would result in a material breach of a written, binding obligation of confidentiality (including to the extent restricting the disclosure of trade secrets of third parties), (iii) any information that would result in a violation of applicable Law, or (iv) any information that would result in the disclosure of any Personal Information that would expose the Party to a material risk of liability. In the event that a Party objects to any

request submitted pursuant to and in accordance with this Section 6.13 and withholds information on the basis of the foregoing clauses (i) through (iv), the applicable Party shall inform the other Party as to the general nature of what is being withheld and the Parties shall use commercially reasonable efforts to make appropriate substitute arrangements to permit reasonable disclosure that does not suffer from any of the foregoing impediments, including through the use of commercially reasonable efforts to (A) obtain the required consent or waiver of any third party required to provide such information and (B) implement appropriate and mutually agreeable measures to permit the disclosure of such information in a manner to remove the basis for the objection, including by arrangement of appropriate clean room procedures, redaction or entry into a customary joint defense agreement with respect to any information to be so provided, if the Parties determine that doing so would reasonably permit the disclosure of such information without violating applicable Law or jeopardizing such privilege. All requests for information made pursuant to this Section 6.13 shall be directed to the individual(s) designated by PUBCO or PRIVATECO as applicable. All such information shall be governed by the terms of the Confidentiality Agreement.

(b) Promptly following the date of this Agreement (and in any event within 30 days of the date hereof), PRIVATECO shall provide to PUBCO and its Representatives (including, for the avoidance of doubt, to Mijares, Angoitia, Cortés y Fuentes, S.C. and Latham & Watkins LLP in the PRIVATECO VDR) the information set forth on Section 1 of Schedule 6.13(b). All such information shall be governed by the terms of the Confidentiality Agreement. Promptly following the date of this Agreement (and in any event within 30 days of the date hereof), PUBCO shall provide to PRIVATECO and its Representatives (including, for the avoidance of doubt, to Ritch, Mueller y Nicolau, S.C. and Cleary Gottlieb Steen & Hamilton LLP in the PUBCO VDR) the information set forth on Section 2 of Schedule 6.13(b). All such information shall be governed by the terms of the Confidentiality Agreement.

Section 6.14 Termination or Amendment of Certain Contracts.

(a) Except to the extent otherwise agreed in writing by PUBCO and PRIVATECO, PRIVATECO shall (i) take all steps necessary to cause to be terminated, and shall have caused to be terminated, prior to or as of the Closing, each Contract set forth on Schedule 6.14(a), in each case on terms acceptable to, and pursuant to documentation in form and substance reasonably satisfactory to, PUBCO and in a manner such that, after the Effective Time, neither Party nor the Combined Company shall have any ongoing Liability or obligation thereunder, and (ii) deliver to PUBCO prior to or as of Closing fully executed copies of all such documentation evidencing such termination.

(b) Except to the extent otherwise agreed in writing by PUBCO and PRIVATECO, PRIVATECO shall (i) take all steps necessary to cause to be amended or amended and restated, and shall have caused to be amended or amended and restated, prior to or as of the Closing, each Contract set forth on Schedule 6.14(b), in each case in accordance with the terms specified on Schedule 6.14(b), and (ii) deliver to PUBCO prior to or as of Closing duly and fully executed copies of such amendments or amended and restated Contracts.

(c) In each case if requested by PUBCO at least 15 Business Days prior to the Closing Date, PRIVATECO shall (i) take all steps necessary to cause to be amended or amended and restated, and shall have caused to be amended or amended and restated, prior to or as of the Closing, each Contract set forth on Schedule 6.14(c), in evidence and substance reasonably satisfactory to PUBCO, and (ii) deliver to PUBCO prior to or as of Closing duly and fully executed copies of such amendments or amended and restated Contracts.

Section 6.15 Notices or Consents under Certain Contracts.

(a) With respect to each PRIVATECO Leased Real Property and each PUBCO Leased Real Property in connection with which notice is required to be delivered in connection with the Transaction (pursuant to applicable lease, sublease or other obligation), PRIVATECO or PUBCO, as applicable, shall deliver to the other Party, at least 5 Business Days prior to the Closing, evidence in form and substance reasonably satisfactory to the other Party that such notices have been duly delivered in writing to the corresponding lessors or other applicable counterparts.

(b) With respect to the PUBCO Material Contracts set forth on Schedule 6.15(b), PUBCO shall deliver to PRIVATECO, prior to the Closing, evidence in form and substance reasonably satisfactory to PRIVATECO that such notices have been duly delivered in writing to the corresponding lessors or other applicable counterparts.

(c) (i) With respect to each PUBCO Material Contract set forth on Schedule 6.15(c), PUBCO shall use commercially reasonable efforts to obtain any required counterparty's written consent or waiver, as applicable, to consummate the Transaction prior to the Closing (and shall deliver to PRIVATECO evidence of any such consents obtained) and (ii) with respect to each PRIVATECO Material Contract set forth on Schedule 6.15(c), PRIVATECO shall use commercially reasonable efforts to obtain any required counterparty's written consent or waiver, as applicable, to consummate the Transaction prior to the Closing (and shall deliver to PUBCO evidence of any such consents obtained).

(d) Each Party shall coordinate with the other Party in respect of, and provide the other Party with reasonable advance opportunity to review, comment on and approve, the form and method of notice, consent or waiver delivered or sought pursuant to this Section 6.15.

(e) Notwithstanding the foregoing, in no event shall either Party or any member of the PRIVATECO Group or the PUBCO Group be obligated to bear any expense or pay any fee (other than the payment of nominal administrative, processing or similar fees or charges or expenses) or grant any concession in connection with obtaining any consents, authorizations or approvals required in order to consummate the Transaction.

Section 6.16 Certain Interim Matters PRIVATECO shall use its reasonable best efforts to, promptly following the date hereof and continuing through the Closing or earlier termination of this Agreement, take and cause each other member of the PRIVATECO Group to take, the actions set forth on Schedule 6.16, in each case in good faith coordination with PUBCO.

Section 6.17 Shareholders' Resolutions. Within ten (10) Business Days following the date of this Agreement, each of PUBCO and PRIVATEC shall prepare and deliver to the other Party, for review and comment, (i) in the case of PUBCO, a draft of the resolutions to be voted upon at the PUBC Shareholders' Meeting, and (ii) in the case of PRIVATECO, a draft of the PRIVATECO Written Consent, and each Party shall provide the other Party reasonable opportunity to review and comment on such drafts (and any subsequent drafts) and shall consider in good faith all reasonable comments proposed by the other Party.

ARTICLE VII.
CONDITIONS PRECEDENT

Section 7.1 Conditions to the Obligations of PRIVATECO and PUBCO. The respective obligations of each of PRIVATECO and PUBCO consummate the Merger will be subject to the satisfaction or written waiver by each of PRIVATECO and PUBCO (where permitted by Law) at or prior the Effective Time of each of the following conditions:

(a) PUBCO Shareholder Approval. The PUBCO Requisite Vote duly approving (i) this Agreement (including the Merger and othe Transactions) and the Merger Agreement, (ii) the adoption of the Combined Company By-laws (which, for the avoidance of doubt, shall include an expres exception for any tender offer in connection with the Transactions), effective as of Effective Time, (iii) the Initial Director nominees as directors of the Combined Company Board, effective as of the Effective Time, (iv) the capital increase and corresponding issuance of the PUBCO Shares to be delivered a Merger Consideration and reserved as Reserved Share Consideration, and (v) the conversion of certain PUBCO Shares into Series B-1 and Series B Shares in terms of Section 1.5 have been obtained at the PUBCO Shareholders' Meeting and remain valid and in full force and effect.

(b) Tender Offer Exemption. The Governing Board (*Junta de Gobierno*) of the CNBV shall have approved the TO Exemption.

(c) Exchange Listings. The Combined Company Series A Shares and Combined Company ADSs to be issued to the holders of th PRIVATECO Shares pursuant to this Agreement (including to the extent necessary to effectuate the issuance of other Combined Company Securities connection with the Merger) shall be authorized for listing on the BMV or the NYSE (or any successor inter-dealer quotation system or stock exchang thereto), as applicable, subject to official notice of issuance.

(d) MX Registration Approval. The MX Registration Approval shall have been obtained from the CNBV in accordance with the LMV a applicable, shall not be the subject of any stop order suspending the effectiveness of the MX Registration Approval, and shall remain in effect, and no proceeding to the effect of the foregoing shall have been commenced or threatened unless subsequently withdrawn.

(e) Competition Approvals and Other Approvals.

(i) All waiting periods (and any extension thereof) applicable to the Merger under the HSR Act shall have expired or been terminated there shall not be in effect any voluntary agreement between a Party and any Governmental Entity pursuant to which that Party has agreed not to consummate the Merger for any period of time, and all other Competition Approvals (for the avoidance of doubt, including the Mexico Competitio Clerance) shall have been granted and shall be in full force and effect.

(ii) The CNIE Approval shall have been obtained and shall be in full force and effect.

(f) Intended Mexico Tax Treatment. In the event that the Parties determine that SAT Notices are required for the Merger to be treated i accordance with the Intended Mexico Tax Treatment, the SAT Notices shall have been filed, and, in the event that the Parties determine that SA Authorization is required for the Merger to be treated in accordance with the Intended Mexico Tax Treatment, the SAT Authorization shall have beer received.

(g) No Injunctions or Restraints. (i) No court of competent jurisdiction or other Governmental Entity having jurisdiction over any of the Parties or their respective businesses or assets shall have enacted, issued, promulgated, enforced or entered any Order or taken any other action (whether temporary, preliminary or permanent) that has the effect of enjoining or otherwise prohibiting the making or consummation of the Merger and (ii) there shall be no Law in respect of Colombia, Mexico, the U.S., or such other jurisdiction, as both PUBCO and PRIVATECO agree, that prohibits or makes illegal otherwise prevents the consummation of the Merger or the other Transactions.

(h) CPO Trust Amendment. The CPO Trust Amendment shall have been executed and delivered and shall be in full force and effect.

Section 7.2 Conditions to the Obligations of PRIVATECO. The obligations of PRIVATECO to consummate the Merger will be subject to th satisfaction or written waiver by PRIVATECO (where permitted by Law) at or prior to the Effective Time of each of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of PUBCO contained in Section 1.1, Section 1.2(d), Section 1.3, Section 1.4, Section 1.9, Section 1.30 and Section 1.31 of Annex III (*Representations and Warranties of PUBCO*) to this Agreement shall be true, complete and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as if made on and as o such date, except for any representation and warranty that is expressly made as of a specific date or time (which needs only be true, complete and correct in all material respects as of such date or time), (ii) the representations and warranties of PUBCO contained in the first sentence of Section 1.2(a), the first sentence of Section 1.2(b), Section 1.2(c) and Section 1.2(e) of Annex III (*Representations and Warranties of PUBCO*) to this Agreement shall be true, complete and correct in all respects (except for de minimis deviations) as of the date of this Agreement and as of the Closing Date with the same force and effect as i

made on and as of such date, except for any representation and warranty that is expressly made as of a specific date or time (which needs only be true, complete and correct in all respects (except for de minimis deviations) as of such date or time) and (iii) all other representations and warranties of PUBCO contained in Annex III (*Representations and Warranties of PUBCO*) to this Agreement (without giving effect to any references to any Material Adverse Effect or materiality qualifications and other qualifications based upon the concept of materiality or similar phrases contained therein, other than the representations set forth in Section 1.11(b) of Annex III (*Representations and Warranties of PUBCO*) to this Agreement or in the term "PUBCO Material Contract") shall be true, complete and correct in all respects as of the date of this Agreement and as of the Closing Date with the same force and effect as if made on and as of such date (other than any representation and warranty that is expressly made as of a specific date or time, which needs only be true, complete and correct in all respects as of such date or time), except where the failure of such representations and warranties in this clause (iii) to be so true, complete and correct has not had and would not reasonably be expected to have, individually or in the aggregate with all other such failures to be true or correct, a Material Adverse Effect on PUBCO.

(b) Compliance with Covenants. PUBCO shall have performed and complied in all material respects with the agreements and covenants to be performed or complied with by it under this Agreement at or prior to the Closing, or any breach or failure to do so shall have been cured.

(c) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred a Material Adverse Effect on PUBCO.

(d) Officer's Certificate. PRIVATECO shall have received a certificate of PUBCO, executed by an executive officer of PUBCO, dated as of the Closing Date, certifying that the conditions set forth in subsections (a) and (b) of this Section 7.2 have been satisfied.

Section 7.3 Conditions to the Obligations of PUBCO. The obligations of PUBCO to consummate the Merger will be subject to the satisfaction or written waiver by PUBCO (where permitted by Law) at or prior to the Effective Time of each of the following conditions:

(a) Representations and Warranties (i) The representations and warranties of PRIVATECO contained in Section 1.1, Section 1.2(d), Section 1.3, Section 1.4, Section 1.7(e)(i), Section 1.9, Section 1.28 and Section 1.29 of Annex II (*Representations and Warranties of PRIVATECO*) to this Agreement shall be true, complete and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as if made on and as of such date, except for any representation and warranty that is expressly made as of a specific date or time (which needs only be true, complete and correct in all material respects as of such date or time), (ii) the representations and warranties of PRIVATECO contained in the first sentence of Section 1.2(a), the first sentence of Section 1.2(b), Section 1.2(c) and Section 1.2(e) of Annex II (*Representations and Warranties of PRIVATECO*) to this Agreement shall be true, complete and correct in all respects (except for de minimis deviations) as of the date of this Agreement and as of the Closing Date with the same force and effect as if made on and as of such date, except for any representation and warranty that is expressly made as of a specific date or time (which needs only be true, complete and correct in all respects (except for de minimis deviations) as of such date or time) and (iii) all other representations and warranties of PRIVATECO contained in Annex II (*Representations and Warranties of PRIVATECO*) to this Agreement (without giving effect to any references to any Material Adverse Effect or materiality qualifications and other qualifications based upon the concept of materiality or similar phrases contained therein, other than the representations set forth in Section 1.11(b) of Annex II (*Representations and Warranties of PRIVATECO*) to this Agreement or in the term "PRIVATECO Material Contract") shall be true, complete and correct in all respects as of the date of this Agreement and as of the Closing Date with the same force and effect as if made on and as of such date (other than any representation and warranty that is expressly made as of a specific date or time, which needs only be true, complete and correct in all respects as of such date or time), except where the failure of such representations and warranties in this clause (iii) to be so true, complete and correct has not had and would not reasonably be expected to have, individually or in the aggregate with all other such failures to be true or correct, a Material Adverse Effect on PRIVATECO.

(b) Compliance with Covenants. PRIVATECO shall have performed and complied in all material respects with the agreements and covenants to be performed or complied with by it under this Agreement at or prior to the Closing, or any breach or failure to do so shall have been cured.

(c) Termination of Certain Contracts. Except to the extent otherwise agreed in writing by PUBCO and PRIVATECO, each of the Contracts set forth (i) on Schedule 6.14(a) shall have been terminated in accordance with, and PUBCO shall have received evidence thereof as required by Section 6.14(a) and (ii) under Section 1 of Schedule 6.14(b) shall have been amended or amended and restated in accordance with Schedule 6.14(b), and PUBCO shall have received evidence thereof as required by Section 6.14(b).

(d) PRIVATECO Shareholder Approval The PRIVATECO Shareholder Consent shall (i) have been obtained and valid complete evidence thereof delivered to PUBCO no later than the PRIVATECO Approval Deadline and (ii) remain valid and in full force and effect.

(e) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred a Material Adverse Effect on PRIVATECO.

(f) Officer's Certificate. PUBCO shall have received a certificate of PRIVATECO, executed by an executive officer of PRIVATECO dated as of the Closing Date, certifying that (i) the conditions set forth in subsections (a) and (b) of this Section 7.3 have been satisfied and (ii) the Consideration Spreadsheet is true, complete and correct.

ARTICLE VIII.
TERMINATION

Section 8.1 Termination. This Agreement may only be terminated as set forth in Annex IX (*Termination*), with the effect of any such termination being as set forth in such Annex.

ARTICLE IX.
[RESERVED]

Section 9.1 [Reserved].

ARTICLE X.
MISCELLANEOUS

Section 10.1 Costs. Each Party shall bear its own financial, legal, accounting and other costs in connection with the Merger and the other Transactions. The Parties shall share equally in any filing or similar fees in connection with any regulatory filing, governmental or self-regulatory review, registration, approval, notice, permit or license, stock exchange listing or similar requirements with respect to the Merger or the other Transactions.

Section 10.2 Specific Performance. Except as set forth in Section 1.5(f) of Annex IX (*Termination*), each Party agrees and acknowledges the right of the other Party to seek and obtain any remedy that may be available to it under applicable law, including damages. The Parties further agree that irreparable damage and harm would occur in the event that any provision of this Agreement were not performed in accordance with its terms (*provided* that, for the avoidance of doubt, in no event shall a Party be deemed obligated to consummate the Transactions in the event that it elects to terminate this Agreement pursuant to and in accordance with the terms of Annex IX (*Termination*)) and that, although monetary damages may be available for such a breach, monetary damages would be an inadequate remedy therefor; accordingly, each of the Parties agrees that, in the event of any breach or threatened breach of any provision of this Agreement by such Party, the other Party shall be entitled to the remedies of an injunction or injunctions, specific performance and other equitable relief to prevent or restrain breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, and each Party agrees that it shall not allege, and each Party hereby waives the defense, that there is an adequate remedy available at law. Each Party hereto will waive any requirement for the posting of any bond or other security in connection therewith.

Section 10.3 Governing Law. This Agreement will be governed by, and construed in accordance with, the Laws of the State of New York, without regard to laws that may be applicable under conflicts of laws principles (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

Section 10.4 Jurisdiction; Waiver of Trial by Jury.

(a) Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of New York sitting in New York City in the borough of Manhattan and of the United States District Court of the Southern District of New York sitting in the borough of Manhattan, and, if such courts lack subject matter jurisdiction of the action or proceeding, any Federal court of the United States of America sitting in New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto (except, following the Closing, as otherwise provided in the By-laws), and each of the Parties hereto hereby irrevocably and unconditionally (i) agrees not to commence any such action or proceeding except in such court, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in such court, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in any such court, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court, and (v) waives, to the fullest extent permitted by Law, the right to resort to the courts of any other jurisdiction by reason of its present or future domicile or otherwise. Each of the Parties hereto agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each Party irrevocably consents to service of process in the manner provided in Section 10.4(c) or Section 10.4(d), as applicable. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.4(b).

(c) PRIVATECO hereby irrevocably appoints Cogency Global Inc. (the PRIVATECO Process Agent), with an office on the date hereof at 122 East 42nd. Street 18th Floor, New York, NY, 10168, as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of any summons and complaint or other process that may be served by PUBCO in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto (in each case in accordance with Section 10.4(a)), and agrees that the failure of the PRIVATECO Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by applicable law, the

enforcement of any judgment based thereon. PRIVATECO covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the appointment of the PRIVATECO Process Agent (or a replacement thereof, with prior written notice to PUBCO) contemplated by this Section 10.4(c) in full force and effect until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms hereof. PUBCO shall provide prompt written notice to PRIVATECO, in accordance with Section 10.10, of any summons, complaint or other process delivered to the PRIVATECO Process Agent pursuant to this Section 10.4(c).

(d) PUBCO hereby irrevocably irrevocably appoints Cogency Global, Inc. (the "PUBCO Process Agent"), with its office on the date hereof at 122 East 42nd. Street 18th Floor, New York, NY, 10168, as its agent and true and lawful attorney-in-fact in its name, place and stead to accept on its behalf service of copies of any summons and complaint or other process that may be served by PRIVATECO in any action or proceeding arising out of or relating to this Agreement or the agreements delivered in connection herewith or the transactions contemplated hereby or thereby or for recognition or enforcement of any judgment relating thereto (in each case in accordance with Section 10.4(a)), and agrees that the failure of the PUBCO Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by applicable law, the enforcement of any judgment based thereon. PUBCO covenants and agrees that it shall take any and all reasonable action, including the execution and filing of any and all documents, that may be necessary to continue the appointment of the PUBCO Process Agent (or a replacement thereof, with prior written notice to PRIVATECO) contemplated by this Section 10.4(d) in full force and effect until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms hereof. PRIVATECO shall provide prompt written notice to PUBCO, in accordance with Section 10.10, of any summons, complaint or other process delivered to the PUBCO Process Agent pursuant to this Section 10.4(d).

Section 10.5 Counterparts. This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and both such counterparts shall together constitute the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

Section 10.6 Modification or Amendment. This Agreement may be amended by PRIVATECO and PUBCO by action taken by or on behalf of their respective Boards of Directors at any time prior to the Effective Time, whether before or after adoption of this Agreement by the shareholders of PRIVATECO or PUBCO; *provided*, *however*, that, after adoption of this Agreement by such shareholders, no amendment may be made which, by Law or in accordance with the rules of any relevant stock exchange, requires further approval by such shareholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed by the Parties hereto that expressly refers to this Section 10.6.

Section 10.7 Extension; Waiver. At any time prior to the Effective Time, PUBCO, on the one hand, and PRIVATECO, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive any Uncured Inaccuracies in the representations and warranties of the other contained herein or in any document delivered pursuant hereto and (iii) waive compliance by the other with any of the agreements or conditions contained herein. Any such extension or waiver will be valid only if set forth in an instrument in writing signed by the Party or Parties to be bound thereby that expressly refers to this Section 10.7, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 10.8 No Third-Party Beneficiaries. Except as expressly provided in Section 1.2 of Annex VII (*Employee and D&O Matters*), this Agreement is not intended to, and does not, confer upon any Person other than the Parties who are signatories hereto any rights or remedies hereunder. The Parties further agree that the rights of third-party beneficiaries under Section 1.2 of Annex VII (*Employee and D&O Matters*) shall not arise unless and until the Closing occurs.

Section 10.9 Interpretation. For purposes of this Agreement, whenever the context requires: the singular number will include the plural, and vice versa; the masculine gender will include the feminine and neuter genders; the feminine gender will include the masculine and neuter genders; and the neuter gender will include masculine and feminine genders. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Except as otherwise indicated, (i) all references in this Agreement to "Sections," "Exhibits," "Annexes", "Articles" and "Schedules" are intended to refer to Sections of this Agreement and Exhibits, Annexes, Articles and Schedules to this Agreement, and (ii) all references to "this Agreement", and use of "herein", "hereof", "hereto", "hereby" and words of similar import, shall be deemed to refer to this Agreement together with the Exhibits, Annexes and Schedules to this Agreement. Except to the extent otherwise indicated, all references in this Agreement to "U.S. dollars," "dollars," "U.S. $" or "$" are to United States dollars, and all references in this Agreement to "Mexican pesos," "pesos" or "Ps." are to Mexican Pesos. Except as otherwise expressly provided herein, any Law defined or referred to herein will refer to such Law as amended and the rules and regulations promulgated thereunder. Unless otherwise specifically provided for herein, the term "or" will not be deemed to be exclusive. Documents, materials and information are deemed to have been "made available" to (a) PUBCO, if such documents, materials or information were available for review by PUBCO or its Representatives through the electronic data room entitled "Data Room" which is hosted by DataSite (the "PUBCO VDR") in connection with the transactions contemplated hereby at least three Business Days prior to the date of this Agreement or disclosed in a PUBCO Public Disclosure filed or furnished and publicly available no later than three Business Days prior to the date of this Agreement and (b) PRIVATECO, if such documents, materials or information were available for review by PRIVATECO or its Representatives through the electronic data room entitled "Bridge", which is hosted by DataSite (the "PRIVATECO VDR") in connection with the transactions contemplated hereby at least three Business Days prior to the date of this Agreement. References to "days" will mean "calendar days" unless expressly stated otherwise. References to a person are also to its successors and permitted assigns. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded, and if the last day of such period is not a Business Day, the period will end on the immediately following Business Day. No specific provision, representation or warranty will limit the applicability of a more general provision, representation or warranty. It is the intent of the Parties hereto that each representation, warranty, covenant, condition and agreement contained in this Agreement will be given full, separate, and independent effect and that such provisions are cumulative. Each reference to "Material Adverse Effect" in Annex II (*Representations and Warranties of PRIVATECO*) shall be deemed to mean a Material Adverse Effect on PRIVATECO for purposes of the definition thereof, and each reference to "Material Adverse Effect" in Annex III (*Representations and Warranties of PUBCO*) shall be deemed to mean a Material Adverse Effect on PUBCO for purposes of the definition thereof.

Section 10.10 Notice. All notices and other communications to be given to any Party or other Person shall be sufficiently given for all purposes hereunder if in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (absent the sender's receipt of any automatic reply notice of failure to deliver); or (d) on the third Business Day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Such communications to a Party shall be directed to the addresses set forth below (or at such other address as such Party shall designate by like notice):

if to PRIVATECO:

Grupo Viva Aerobus, S.A. de C.V.
Varsovia 36, floor 7
Colonia Juárez, Alcaldía Cuauhtémoc
Código Postal 06600, Ciudad de México
México
Attention: [***]
Email: [***]

with copies (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: Chantal E. Kordula; Jorge U. Juantorena
Email: ckordula@cgsh.com; jjuantorena@cgsh.com

and

Ritch, Mueller y Nicolau, S.C.
Av. Pedregal No. 24, piso 10
Colonia Molino del Rey, Código Postal 11040,
Alcaldía Miguel Hidalgo

Ciudad de México
México
Attention: Octavio Olivo Villa
Email: oolivo@ritch.com.mx

if to PUBCO:

Controladora Vuela Compañía de Aviación, S.A.B. DE C.V.
Av. Antonio Dovalí Jaime No. 70
Torre B, piso 13
Col. Zedec Santa Fe
Álvaro Obregón
01210, Ciudad de México
Attention: [***]
Email: [***]

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Attention: Mark Bekheit; Tessa Bernhardt
Email: mark.bekheit@lw.com; tessa.bernhardt@lw.com

and

Mijares, Angoitia, Cortés y Fuentes, S.C.
Javier Barros Sierra 540, 4to piso, Park Plaza I,
Colonia Santa Fe, Alcaldía Álvaro Obregón,
Código Postal 01210, Ciudad de México
México
Attention: Ricardo Maldonado Yañez

Email: rmaldonado@macf.com.mx

Any notice given by email after 5:00 p.m. (in the place of receipt) on a Business Day or on a day that is not a Business Day shall be deemed received on the following Business Day.

Section 10.11 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 10.12 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by a Party without the prior written consent of the other Party. Any attempted or purported assignment in violation of the preceding sentence shall be null and void and of no effect whatsoever. Subject to the preceding two sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 10.13 Entire Agreement. This Agreement (including the Exhibits, Annexes and Schedules hereto), the Confidentiality Agreement and the Clean Team Confidentiality Agreement, effective September 19, 2025, by and between the Parties, constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the Parties, with respect to the subject matter hereof. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Parties as of the date first written above.

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V.

By: /s/ Enrique Javier Beltranena Mejicano
Name: Enrique Javier Beltranena Mejicano
Title: Attorney-in-Fact

By: /s/ José Alejandro de Iturbide Gutiérrez
Name: José Alejandro de Iturbide Gutiérrez
Title: Attorney-in-Fact

GRUPO VIVA AEROBUS, S.A. DE C.V.

By: /s/ Roberto Lázaro Alcántara Roja
Name: Roberto Lázaro Alcántara Rojas
Title: Attorney-in-Fact

By: /s/ José Arturo Pinto Aguilar
Name: José Arturo Pinto Aguilar
Title: Attorney-in-Fact

ANNEX I

COMBINATION MECHANICS

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Mexico Law, at the Effective Time, the Merger shall occur pursuant to which PRIVATECO shall be merged with and into PUBCO, the separate existence of PRIVATECO sh thereupon cease and PUBCO shall be the surviving entity in the Merger (which, from and after the Merger, shall be referred to in this Agreement as th Combined Company). The Merger shall have the effects set forth in this Agreement, including this Annex I, and the applicable provisions of the LGSM.

Section 1.2 Closing. The Closing shall take place at 9:00 a.m., Eastern time, on a date to be specified by the Parties (the "Closing Date"), such date to be no later than the third Business Day after satisfaction or written waiver of all of the conditions to the Closing set forth in Article VII of the Agreement (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or written waiver of those conditions at the Closing, and, for the avoidance of doubt, in all cases subject to each Party's right to terminate this Agreement as provided in Annex IX), at the offices of Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, United States of America (other than in respect of actions required to be made before a Mexico notary public, which shall take place in Mexico City at the offices of Ritch, Mueller y Nicolau, S.C., Avenida Pedregal 24, piso 10 Colonia Molino del Rey, Alcaldía Miguel Hidalgo, Código Postal 11040, Ciudad de México, México), unless another time, date or place is agreed to by th Parties.

Section 1.3 Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing on the Closing Date, PUBCO and PRIVATECO shall execute the Merger Agreement and notarize it before a Mexico notary. The Parties shall make or cause to be made all filings an recordings required by Mexico Law in connection with the Merger, including the filing of the Merger Agreement, the PUBCO Shareholders' Meeting, and th PRIVATECO Shareholder Consent before the RPC. The Merger shall become effective for all purposes (including for purposes of the Mexico Tax Code) 10:00 AM Eastern Time (or such other time as mutually agreed by the Parties) on the Closing Date (such time of effectiveness being the "Effective Time").

Section 1.4 Effect of the Merger on PRIVATECO Shares. As of the Effective Time, as a result of the Merger and without any action on the part of PUBCO, PRIVATECO, or the holders of any securities of PUBCO or PRIVATECO:

(a) Each PRIVATECO Share issued and outstanding immediately prior to the Effective Time (after giving effect to Section 1.5 of this Annex I and other than PRIVATECO Shares to be cancelled in accordance with Section 1.4(b) of this Annex I) will be automatically cancelled and automatically converted into the right to receive the applicable Per-Share Consideration, as provided in Section 1.2 of the Agreement, and any applicable Fractional Consideration. All PRIVATECO Shares shall cease to be outstanding, shall be cancelled and shall cease to exist, and each Certificate and Book Entry Share that immediately prior to the Effective Time represented any of the PRIVATECO Shares (other than Shares to be cancelled in accordance wi Section 1.4(b) of this Annex I) shall thereafter represent only the right to receive the applicable Per-Share Consideration and any applicable Fractiona Consideration. Notwithstanding anything to the contrary contained in the Agreement (including this Annex I), all amounts and allocations set forth in the Consideration Spreadsheet, including each Pre-Closing PRIVATECO Holder's share and form of Merger Consideration and any amounts (including Pe Share Consideration) derived from the information contained therein, shall be final, conclusive and binding upon the Parties and the Pre-Closing PRIVATEC Holders in all respects and neither PUBCO nor, after the Closing, the Combined Company shall have any obligation to verify the accuracy of th Consideration Spreadsheet.

(b) All PRIVATECO Shares in the treasury of PRIVATECO will be cancelled and will cease to exist, with no payment bei made with respect thereto.

Section 1.5 Effect of the Merger on Equity Awards.

(a) PRIVATECO Equity Awards. As of immediately prior to the Effective Time, all outstanding PRIVATECO Options, Ne PRIVATECO Awards (as defined in Section 6.1 of the PRIVATECO Disclosure Schedule) and PRIVATECO restricted stock units (in each case that we outstanding as of the date of this Agreement or granted following the date of this Agreement in compliance with Section 6.1 of the Agreement) shall vest in full and remain outstanding and shall as of immediately following the Effective Time be automatically net exercised and settled into the corresponding number of PUBCO Shares, PUBCO ADSs, or PUBCO CPOs, as applicable, held in trust for such awards; provided, that the number of PUBCO Shares, PUB ADSs, or PUBCO CPOs, as applicable, delivered to the holders of such PRIVATECO Options, New PRIVATECO Awards and PRIVATECO restri stock units shall be reduced, as applicable, to cover the aggregate exercise price and Tax withholding obligations resulting from such exercise and/or settlement of such PRIVATECO Options, New PRIVATECO Awards and PRIVATECO restricted stock units (with the remaining shares being retained by t Combined Company). As of immediately following the Effective Time (and after taking into account the foregoing), the PRIVATECO Share Plan and an other equity plans shall terminate and no further PRIVATECO Options, New PRIVATECO Awards, PRIVATECO restricted stock units or oth PRIVATECO equity awards or rights with respect to PRIVATECO Shares or PUBCO Shares shall be outstanding. Prior to the Effective Ti PRIVATECO shall obtain from each holder of a PRIVATECO Option their consent to the transactions contemplated in this Section 1.5(a) of this Annex I and a general release of any claims that may be made against PRIVATECO, PUBCO, the Combined Company or their affiliates with respect to the transactio contemplated in this Section 1.5(a) of this Annex I (the "Consent and Release of Claims"). Prior to the Effective Time, PRIVATECO shall provide such notice, obtain any necessary consents, adopt applicable resolutions and take all other reasonably appropriate actions to give effect to the transactions contemplated in this Section 1.5(a) of this Annex I. PRIVATECO shall provide PUBCO with the Consent and Release of Claims for its prior review and approval (su approval not to be unreasonably withheld, conditioned or delayed) no later than 20 Business Days preceding the Effective Time. PRIVATECO shall provid

to PUBCO no later than 20 Business Days prior to the Effective Time a schedule that sets forth on a per grant basis as of the Effective Time, the name of eac holder of a PRIVATECO Option, New PRIVATECO Award (as defined in Section 6.1 of the PRIVATECO Disclosure Schedule) and PRIVATE restricted stock units, each award held by such holder, the applicable number and type of PRIVATECO Shares underlying each award, the exercise o purchase price of each award (if applicable) and the PRIVATECO Share Plan pursuant to which the award was granted.

(b) PUBCO Equity Awards. As of immediately prior to the Effective Time, all outstanding PUBCO Options and PUBCO RSU (in each case that were outstanding as of the date of this Agreement or granted following the date of this Agreement in compliance with Section 6.2 of the Agreement) shall vest in full and remain outstanding and shall as of immediately following the Effective Time be automatically net exercised and settled into the corresponding PUBCO Shares, PUBCO ADSs, or PUBCO CPOs, as applicable, held in trust for such awards; provided, that the number of PUB Shares, PUBCO ADSs or PUBCO CPOSs, as applicable, delivered to the holders of such PUBCO Options and PUBCO RSUs shall be reduce applicable, to cover the aggregate exercise price and Tax withholding obligations resulting from such exercise and/or settlement of the PUBCO Options and PUBCO RSUs (with the remaining shares being retained by the Combined Company). Prior to the Effective Time, PUBCO shall obtain from each holder o PUBCO Option their consent to the transactions contemplated in this Section 1.5(b) of this Annex I and a general release of any claims that may be mad against PRIVATECO, PUBCO, the Combined or their affiliates with respect to the transactions contemplated in this Section 1.5(b) of this Annex I (t "PUBCO Consent and Release of Claims"). Prior to the Effective Time, PUBCO shall provide such notice, and obtain any necessary consents, adop applicable resolutions and take all other reasonably appropriate actions to give effect to the transactions contemplated in this Section 1.5(b) of this Annex I. PUBCO shall provide PRIVATECO with the PUBCO Consent and Release of Claims for its prior review and approval (such approval not to unreasonably withheld, conditioned or delayed) no later than 20 Business Days preceding the Effective Time. PUBCO shall provide to PRIVATECO no lat than 20 Business Days prior to the Effective Time a schedule that sets forth on a per grant basis as of the Effective Time, the name of each holder of a PUBC Option and PUBCO RSU, each award held by such holder, the applicable number and type of PUBCO Shares underlying each award, the exercise purchase price of each award (if applicable) and the PUBCO Share Plan pursuant to which the award was granted.

Section 1.6 Payment and Issuance of Merger Consideration; Surrender of Company Certificates PRIVATECO Shares shall be exchanged fo Combined Company ADSs or Combined Company Shares in accordance with the following procedures:

(a) Exchange Agent. Prior to the Effective Time, PUBCO will designate one or more reputable banks or trust companies to act a the exchange agent for purposes of effecting the payment and issuance of the Merger Consideration in connection with the Merger (each, an "Exchange Agent"). At or immediately following the Effective Time (but in any event on the Closing Date), PUBCO will deposit, or cause to be deposited, with th applicable Exchange Agent (i) the Combined Company ADSs in book entry form and the Combined Company Shares (which shall be in certificated form an deposited with Indeval, except for the Combined Company Series B Shares, which shall be in certified form and issued in the name of the relevant Ke PRIVATECO Holders as per the Consideration Spreadsheet), in each case issuable pursuant to Section 1.2 of the Agreement and this Annex I, to which holders of PRIVATECO Shares will be entitled at the Effective Time pursuant to this Agreement and (ii) cash in immediately available funds in an amoun sufficient to pay the aggregate Fractional Consideration to which holders of PRIVATECO Shares will be entitled at the Effective Time pursuant to th Agreement ((i) and (ii) collectively, the "Exchange Fund"). In connection with the deposit of the Exchange Fund, PUBCO shall deposit, or cause to b deposited, with the CPO Trustee the Combined Company Shares which will indirectly underlie the Combined Company ADSs to be issued as Merg Consideration hereunder and, upon deposit thereof, cause the CPO Trustee to issue the corresponding Combined Company CPOs in accordance with th CPO Trust Agreement and cause the ADS Depositary to issue such corresponding Combined Company ADSs in accordance with the ADS Depo Agreement. The cash portion of the Exchange Fund will be invested by the applicable Exchange Agent as directed by the Combined Company, in its sol discretion, pending payment thereof by the applicable Exchange Agent to the former holders of PRIVATECO Shares. Earnings resulting from such investment will be the sole and exclusive property of the Combined Company, and no part of such earnings will accrue to the benefit of holders of Shares. Any losses resulting from such investments shall not impact the Combined Company's obligations under this Annex I and in the event of any such losses, the Combined Company shall take all actions necessary to cause to deposit into the Exchange Fund sufficient Combined Company Securities or cash, as needed, to satisf PUBCO's obligations under this Section 1.6 of this Annex I.

(b) Procedures for Surrender. As promptly as practicable before the Effective Time (and in any event, at least five Business Days prior to the Closing Date), the Combined Company will cause the applicable Exchange Agent to mail to each Pre-Closing PRIVATECO Holder at t address set forth opposite such Pre-Closing PRIVATECO Holder's name in the Consideration Spreadsheet: (i) the form Letter of Transmittal; (ii) the for Surrender Instructions; and (iii) (x) in the case of any Pre-Closing PRIVATECO Holder that is not a U.S. person (as such term is defined in Rule 902 und the Securities Act), a form of investor questionnaire in form reasonably acceptable to PUBCO containing representations confirming that the holder is not 'U.S. person' (as defined in Rule 902 under the Securities Act), that the acquisition is being made in an 'offshore transaction' (as defined in Rule 902), and acknowledging the absence of any 'directed selling efforts' in the United States in accordance with Regulation S and (y) in the case of each other Pre-Closing PRIVATECO Holder, a form of investor questionnaire in form reasonably acceptable to PUBCO containing representations confirming reliance on the priva offering exemption under Section 4(a)(2) of the Securities Act, including, where applicable, the holder's status as an 'accredited investor' (within the meaning of Rule 501(a) of Regulation D under the Securities Act) and investment intent (including investment for the holder's own account and not with a view to distribution) (either form of questionnaire contemplated by this clause (iii), an "Investor Questionnaire"). Upon surrender of Certificates for cancellation to the applicable Exchange Agent in accordance with the Surrender Instructions, and upon delivery of a Letter of Transmittal and Investor Questionnair (demonstrating that issuance of the applicable Closing Share Consideration to such Pre-Closing PRIVATECO Holder is permissible in reliance on Regulatio S (for non-U.S. persons) or Section 4(a)(2) of the Securities Act (for U.S. persons), as applicable), in each case duly executed and in proper form, wit respect to such Certificates (together with any such other customary documentation as the Exchange Agent may reasonably require in connection therewith), the holder of such Certificates will be entitled to receive the Merger Consideration for each PRIVATECO Share formerly represented by such Certificate Any Certificates so surrendered will forthwith be cancelled. The Merger Consideration paid upon the surrender for exchange of Certificates will be deemed t

have been paid in full satisfaction of all rights pertaining to PRIVATECO Shares formerly represented by such Certificates. If payment of the Merge Consideration is to be made to a Person other than the Person in whose name any surrendered Certificate is registered, it will be a condition precedent of

payment that the Certificate so surrendered will be properly endorsed or will be otherwise in proper form for transfer, and the Person requesting such payment will have paid any transfer or other Taxes required by reason of the payment of the Merger Consideration to a Person other than the registered holder of the Certificate so surrendered or will have established to the satisfaction of the applicable Exchange Agent that such Taxes either have been paid or are not payable. Following the date of this Agreement, PUBCO shall prepare, and PRIVATECO shall be entitled to review and comment on, (A) a form of letter transmittal for distribution to the Pre-Closing PRIVATECO Holders in accordance with this Section 1.6(b) (as mutually agreed between PUBCO and PRIVATECO, the "Letter of Transmittal"), which Letter of Transmittal will (i) specify that delivery of Certificates must be effected, and risk of loss and title to the Certificates (if any) will pass, only upon delivery of such Certificates and a duly executed Investor Questionnaire (demonstrating that issuance of the applicable Closing Share Consideration to such Pre-Closing PRIVATECO Holder is permissible in reliance on Regulation S (for non-U.S. persons) or Section 4(a)(2) of the Securities Act (for U.S. persons), as applicable) to the Exchange Agent, (ii) include a general release of claims against the Combined Company (in form acceptable to PUBCO) with respect to any ownership of debt, debt securities (including convertible securities) or Equity Interests in the Combined Company, and (iii) otherwise be in the form and have such other provisions as PUBCO or the applicable Exchange Agent may reasonably specify, and (B) instructions for effecting the surrender of the Certificates in exchange for payment of the Merger Consideration (as mutually agreed between PUBCO and PRIVATECO, the "Surrender Instructions").

(c) Transfer Books; No Further Ownership Rights in PRIVATECO Shares. At the Effective Time, the corporate books, including the share registry book, of PRIVATECO will be closed and thereafter there will be no further registration of transfers of PRIVATECO Shares on the record of PRIVATECO. From and after the Effective Time, the holders of Certificates outstanding immediately prior to the Effective Time will cease to have any rights with respect to such PRIVATECO Shares except as otherwise provided for herein (including the right to receive the applicable Merger Consideration) or by applicable Law. If, after the Effective Time, Certificates are presented to the Combined Company for any reason, then (subject to compliance with the exchange procedures specified herein) they will be cancelled and exchanged as provided in this Agreement.

(d) Termination of Exchange Fund; Abandoned Property; No Liability. At any time following the first anniversary of the Effective Time, the Combined Company will be entitled to require the Exchange Agent to deliver to it any portion of the Exchange Fund (including any interest accrued with respect thereto) not disbursed to holders of Certificates, and thereafter such holders will be entitled to look only to the Combined Company (subject to abandoned property, escheat or other similar Laws) with respect to the Merger Consideration, including any Fractional Consideration, payable upon due surrender of their Certificates and compliance with the procedures in this Annex I. If, prior to six years after the Effective Time (or otherwise immediately prior to such time on which any payment in respect hereof would escheat to or become the property of any Governmental Entity pursuant to any applicable abandoned property, escheat or similar Laws), any holder of Certificates has not complied with the procedures in Section 1.6(b) of this Annex I to receive payment of the Merger Consideration to which such holder would otherwise be entitled, the payment in respect of such Certificates will, to the extent permitted by applicable Law, become the property of the Combined Company, free and clear of all claims or interest of any Person previously entitled thereto. Notwithstanding the foregoing, neither the Combined Company nor any Exchange Agent will be liable to any holder of a Certificate for Merger Consideration properly delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(e) Lost, Stolen or Destroyed Certificates. In the event that any Certificates have been lost, stolen or destroyed, the applicable Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, the Merger Consideration payable in respect thereof pursuant to Section 1.2 of this Agreement and Section 1.4 of this Annex I; *provided*, *however*, that PUBCO may, in its discretion and as a condition precedent to the payment of such Merger Consideration, require the owners of such lost, stolen or destroyed Certificates to deliver a customary affidavit of loss and, if required by PUBCO or the Exchange Agent, the posting by such Person of a bond as indemnity against any claim that may be made against PUBCO, the Combined Company or the Exchange Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

(f) Withholding Rights. Each of PRIVATECO, the Combined Company, the Exchange Agent and any other applicable withholding agent, as applicable, shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement to any holder of PRIVATECO Shares or any other Person such amounts as it is required to deduct and withhold with respect to the making of such payment under applicable Tax Law. To the extent that amounts are so withheld and remitted to the applicable Governmental Entity, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of PRIVATECO Shares or other Person in respect of which such deduction and withholding was made. If an applicable withholding agent intends to deduct or withhold Tax (other than in respect of compensatory payments), it shall use commercially reasonable efforts to (i) provide written notice to [***] at [***] (the "Seller Representative") no later than 5 days prior to such deduction or withholding, and (ii) cooperate with the Seller Representative to minimize such deduction and withholding.

(g) Securities Legends; Restricted Status. The Combined Company Securities issued as Merger Consideration will constitute 'restricted securities' within the meaning of Rule 144 under the Securities Act and may bear appropriate restrictive legends and be subject to customary transfer restrictions as required by the Securities Act, Regulation S and any applicable state or foreign securities or 'blue sky' laws. The Exchange Agent and the Combined Company shall be entitled to place and maintain such restrictive legends and stop-transfer notations on the applicable books and records as they determine in good faith to be necessary or advisable to comply with applicable Law.

(h) Insufficient Documentation; Right to Withhold Issuance. Notwithstanding anything to the contrary herein, no Combined Company Securities shall be issued to any Pre-Closing PRIVATECO Holder unless and until the Exchange Agent has received from such holder a duly completed and executed Letter of Transmittal, Surrender Instructions acknowledgement and, as applicable, an Investor Questionnaire and such other

customary documentation as the Exchange Agent or the Combined Company may reasonably require to ensure that such issuance is exempt from registration under the Securities Act (including in reliance on Regulation S or Section 4(a)(2), as applicable) and complies with any applicable state or foreign securities or 'blue sky' laws.

Section 1.7 No Fractional Securities. Notwithstanding anything to the contrary set forth in the Agreement, no fraction of a Combined Company Share, Combined Company ADS or Combined Company CPO will be issued by virtue of the Merger, and in lieu thereof, each holder of record of PRIVATECO Shares who would otherwise be entitled to a fraction of a Combined Company Share or Combined Company ADS pursuant to Section 1.1 of the Agreement (after aggregating all fractional Combined Company Shares and Combined Company ADSs that otherwise would be received by such holder of record) shall instead receive an amount of cash (rounded down to the nearest whole cent), without interest, equal to the product obtained by multiplying such fraction by the PUBCO Closing Price (in each case, such holder's "Fractional Consideration"). The parties acknowledge that payment of the cash consideration in lieu of issuing fractional Combined Company Shares or Combined Company ADSs was not separately bargained-for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience that would otherwise be caused by the issuance of fractional Combined Company Shares, Combined Company ADSs or Combined Company CPOs.

Section 1.8 No Further Ownership Rights in PRIVATECO Shares. All Combined Company Securities issued or reserved for in the Merger in accordance with the terms of this Annex I (including (i) any cash paid pursuant to Section 1.6 of this Annex I, and (ii) any Combined Company CPOs issued to underlie Combined Company ADSs issued as Merger Consideration or which may be issued to represent any Reserved Share Consideration) shall be deemed to have been issued or reserved (and paid), as applicable, in full satisfaction of all rights pertaining to PRIVATECO Shares. At the Effective Time, the share transfer books of PRIVATECO shall be closed, and there shall be no further registrations of transfers of PRIVATECO Shares thereafter on the record of PRIVATECO or the Combined Company.

Section 1.9 Consideration Spreadsheet.

(a) Prior to the execution of this Agreement, PRIVATECO has prepared and delivered to PUBCO the consideration spreadsheet attached hereto as Exhibit E (the "Preliminary Consideration Spreadsheet"), which Preliminary Consideration Spreadsheet accurately sets forth, as of the date hereof and immediately prior to the Effective Time the following information ("Consideration Information"): (i) the name of each Pre-Closing PRIVATECO Holder, (ii) the number of PRIVATECO Shares directly held by each Pre-Closing PRIVATECO Holder as of immediately prior to the Closing, together with class and series thereof, (iii) the Combined Company Securities (in each case, specifying whether Combined Company ADSs, Combined Company Series A Shares or Combined Company Series B Shares and the quantities thereof) and any Fractional Consideration to which each Pre-Closing PRIVATECO Holder is entitled as its share of Merger Consideration, in each case in accordance with the terms of this Agreement and PRIVATECO's Organizational Documents, (iv) the jurisdiction of formation or nationality, as applicable, of each Pre-Closing PRIVATECO Holder, (v) the name of each Noteholder, (vi) the number of PRIVATECO Shares to which each Noteholder would be entitled were the Convertible Notes to convert into PRIVATECO Shares immediately prior to the Closing, together with class and series thereof, (vii) the total Reserved Share Consideration and (viii) the amount of Reserved Share Consideration to which each Noteholder would be entitled if the Amended Notes were converted into Combined Company Securities following the Closing.

(b) No later than 30 days prior to the Closing, PRIVATECO shall deliver to PUBCO (and, for the avoidance of doubt, Mijares Angoitia, Cortés y Fuentes, S.C. and Latham & Watkins LLP) an amended consideration spreadsheet, in the same format as the Preliminary Consideration Spreadsheet (the "Consideration Spreadsheet"), setting forth final and complete Consideration Information (including, for the avoidance of doubt, the name, mailing address and email address of each Pre-Closing PRIVATECO Holder), and also including (i) the mailing address and email of each Pre-Closing PRIVATECO Holder and (ii) the mailing address and email of each Noteholder; provided that, other than to reflect changes pursuant to Section 6.1(b)(xii)(2) of the PRIVATECO Disclosure Schedule, in no event shall PRIVATECO be entitled to amend any of the Consideration Information required by clauses (i), (v), (vi) or (vii) of the definition thereof (it being understood that such information shall remain identical in the Consideration Spreadsheet to the information included in the Preliminary Consideration Spreadsheet) without the express prior written consent of PUBCO.

ANNEX II

REPRESENTATIONS AND WARRANTIES OF PRIVATECO

Except as set forth in the PRIVATECO Disclosure Schedule (with each exception set forth in the PRIVATECO Disclosure Schedule being identified by reference to, or grouped under a heading referring to, a specific individual section or subsection of this Annex II (*Representations and Warranties of PRIVATECO*) and relating only to such section or subsection; *provided*, *however*, that a matter disclosed with respect to one representation and warranty shall also be deemed to be disclosed with respect to each other representation and warranty to which the matter disclosed reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in the PRIVATECO Disclosure Schedule), PRIVATECO hereby represents and warrants to PUBCO as follows:

Section 1.1 Organization and Qualification; Subsidiaries.

(a) PRIVATECO is a *sociedad anónima de capital variable* duly incorporated and validly existing under the LGSM and

Mexico Law and is duly registered in the RPC.

(b) PRIVATECO has all requisite corporate power and corporate authority to own, lease and operate its properties and asset and to carry on its Business as it is now being conducted. PRIVATECO is duly qualified to do business in each jurisdiction where the ownership, leasing o operation of its properties or assets or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

(c) PRIVATECO has made available to PUBCO accurate and complete copies of the PRIVATECO Organizational Docume as in effect on the date of this Agreement. PRIVATECO is not in violation of the PRIVATECO Organizational Documents.

(d) Section 1.1(d) of the PRIVATECO Disclosure Schedule sets forth each (i) Subsidiary of PRIVATECO and (ii) each No Consolidated Venture of PRIVATECO, together with its jurisdiction of organization or incorporation. Each such Subsidiary is an entity duly organized an validly existing under the Laws of its jurisdiction of organization or incorporation; and each such Non-Consolidated Venture of PRIVATECO is an entity dul organized and validly existing under the Laws of its jurisdiction of organization or incorporation. Each such Subsidiary and Non-Consolidated Venture has al requisite corporate or other power and corporate or other authority, to own, lease and operate their respective properties and assets and to carry on their respective businesses as they are now being conducted. Each such Subsidiary and Non-Consolidated Venture is duly qualified to do business in each jurisdiction where the ownership, leasing or operation of its properties or assets or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

Section 1.2 Capitalization.

(a) As of the date hereof the authorized capital stock of PRIVATECO consists of PRIVATECO consists of 1,088,24 PRIVATECO Shares, divided into (i) 77 PRIVATECO Class I, Series A-1 Shares, (ii) 517,717 PRIVATECO Class II, Series A-1 Shares, (iii) 329, Class II, Series A-2 Shares, (iv) 0 PRIVATECO Class I, Series B-1 Shares, (v) 151,571 PRIVATECO Class II, Series B-2 Shares, (vi) 51, PRIVATECO Class II, Series C-1 Shares, and (vii) 38,401 PRIVATECO Class II, Series C-2 Shares, and as of immediately prior to the Effective Time, authorized capital stock of PRIVATECO will consist of 1,165,976,677 PRIVATECO Shares, divided into (i) 83,047 PRIVATECO Class I, Series A Shares, (ii) 526,016,648 PRIVATECO Class II, Series A-1 Shares, (iii) 355,348,153 Class II, Series A-2 Shares, (iv) 0 PRIVATECO Class I, Series Shares, (v) 155,751,456 PRIVATECO Class II, Series B-2 Shares, (vi) 55,004,950 PRIVATECO Class II, Series C-1 Shares, and (vii) 73,772, PRIVATECO Class II, Series C-2 Shares. As of the date of this Agreement, (A) the issued and outstanding capital stock of PRIVATECO consists 1,088,241 PRIVATECO Shares, divided into (i) 77 PRIVATECO Class I, Series A Shares, (ii) 517,717 PRIVATECO Class II, Series A-1 Shares, 329,475 Class II, Series A-2 Shares, (iv) 0 PRIVATECO Class I, Series B-1 Shares, (v) 151,571 PRIVATECO Class II, Series B-2 Shares, and 51,000 PRIVATECO Class II, Series C-1 Shares, (vii) 38,401 PRIVATECO Class II, Series C-2 Shares and (B) the capital stock of PRIVATECO he treasury consists of 88,241 PRIVATECO Class II, Series B-2 Shares. Except as set out on this Section 1.2, there are no shares of capital stock of PRIVATECO authorized or, as of the date hereof, issued or outstanding. All of the outstanding PRIVATECO Shares have been duly authorized and valid issued (and were, at the time of issuance, duly authorized in the class and series set forth in this Section 1.2(a) of this Annex II of the PRIVATECO Disclosur Schedule), and are fully paid, non-assessable and free of preemptive rights and restrictions under applicable Laws (including any restriction on the right to vote, sell or otherwise dispose of such shares of capital stock or other equity or voting interests). Section 1.2(a) of the PRIVATECO Disclosure Schedule sets fort true, complete and correct lists of the names of each record and beneficial owner of the PRIVATECO Shares, together with the type (including class an series) and number of PRIVATECO Shares held by each such holder, (a) as of the date of this Agreement and (b) as of immediately prior to the Effectiv Time.

(b) Neither PRIVATECO nor any member of the PRIVATECO Group has any PRIVATECO Shares reserved for or otherw subject to issuance, except for the PRIVATE Shares in treasury as set forth in Section 1.2(a) of this Annex II. Section 1.2(b) of the PRIVATECO Disclosur Schedule sets forth an accurate and complete list as of the date of this Agreement of the aggregate number of PRIVATECO Shares subject to PRIVATEC Options, in each case, along with, on a per grant basis, the applicable number and type of PRIVATECO Shares and the PRIVATECO Share Plans pursua to which PRIVATECO Options were granted.

(c) Except as described in Section 1.2(c) of the PRIVATECO Disclosure Schedule, there are no options, warrants, call conversion rights, stock appreciation rights, "phantom" stock rights, performance units, interests in or rights to the ownership or earnings of PRIVATECO o any other equity equivalent or equity-based award or right, redemption rights, repurchase rights or other preemptive or outstanding rights, agreements, arrangements or commitments of any character (including convertible debt instruments) obligating PRIVATECO to issue, acquire or sell any PRIVATEC Shares or other Equity Interests of PRIVATECO or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person right to subscribe for or acquire, any securities of PRIVATECO, and no securities or obligations evidencing such rights are authorized, issued or outstanding.

(d) Except as provided in the PRIVATECO Organizational Documents and Section 1.2(d) of the PRIVATECO Disclosur Schedule, there are no outstanding contractual obligations of PRIVATECO (i) affecting the voting rights of, (ii) requiring the repurchase, conversion redemption or disposition of, or containing any right of first refusal with respect to, (iii) requiring the registration for sale of, (iv) granting any preemptive or antidilutive rights with respect to, (v) restricting the transfer of, or (vi) granting any governance rights in connection with the issuance of or any investment in relation to, any PRIVATECO Shares or other Equity Interests in PRIVATECO. Section 1.2(d) of the PRIVATECO Disclosure Schedule sets forth complete list of each (i) Subsidiary of PRIVATECO, (ii) Non-Consolidated Venture of PRIVATECO and (iii) SPV of PRIVATECO, in each case toget with its jurisdiction of organization.

(e) Except as set forth on Section 1.2(e) of the PRIVATECO Disclosure Schedule, PRIVATECO or another member of th PRIVATECO Group owns, directly or indirectly, all of the issued and outstanding shares of capital stock or other Equity Interests of each of the Subsidiarie of PRIVATECO, free and clear of any Liens (other than Permitted Liens), and all of such shares of capital stock or other Equity Interests have been du authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, in each case, in all material respects. Except for the Subsidiaries of PRIVATECO set forth on Section 1.1(d) of the PRIVATECO Disclosure Schedule, no member of the PRIVATECO Group owns any Equity Interest in a other Person.

(f) The Consideration Spreadsheet, including the Consideration Information and the allocation of (i) Merger Consideration, (i Closing Share Consideration (in the event there is no conversion of Amended Notes prior to the Effective Time), (iii) the Reserved Share Consideration (in th event there is no conversion of Amended Notes prior to the Effective Time) and (iv) Combined Company Securities set forth therein, is true, complete and correct as of the date of delivery and as of the Closing. The Preliminary Consideration Spreadsheet accurately and completely sets forth the total number o PRIVATECO Shares that will be outstanding as of immediately prior to the Effective Time. As of the Closing, the Reserved Share Consideration represen the aggregate equivalent Combined Company Securities to which the Noteholders will be entitled in the event the Noteholders do not convert into PRIVATECO Holders prior to the Effective Time.

Section 1.3 Authority.

(a) PRIVATECO has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby, including the Merger, subject to obtaining the PRIVATECO Shareholde Consent. The execution and delivery of this Agreement by PRIVATECO and the consummation by PRIVATECO of the transactions contemplated hereb including the Merger, have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of PRIVATECO and no shareholder votes or written consents in lieu thereof on the part of the PRIVATECO are necessary to authorize this Agreement or to consummate the transactions contemplated hereby, other than the PRIVATECO Shareholder Consent, the registration of the PRIVATECO Shareholder Consent with t RPC and the filing of the Merger Agreement with the RPC. This Agreement has been duly and validly executed and delivered by PRIVATECO and, assumi due authorization, execution and delivery by PUBCO, constitutes the valid and binding obligation of PRIVATECO, enforceable against PRIVATECO accordance with its terms, except that (i) such enforcement may be subject to applicable bankruptcy, insolvency or other similar Laws, now or hereafter in effect, affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought (together, (i) and (ii), the "Enforceability Exceptions").

(b) At a meeting duly called and held prior to the execution and delivery of this Agreement, the PRIVATECO Board adopte resolutions by which the PRIVATECO Board unanimously (i) determined that the Merger and the other transactions contemplated by this Agreement are fa to and in the best interests of PRIVATECO and its shareholders, (ii) approved and declared advisable this Agreement, the Merger and the other transaction contemplated hereby, in accordance with the requirements of the LGSM and Mexico Law, and (iii) recommended that the shareholders of PRIVATEC adopt the PRIVATECO Shareholder Consent, and none of the aforesaid resolutions has been amended, rescinded or modified.

Section 1.4 No Conflict. None of the execution, delivery or performance of this Agreement by PRIVATECO, the consummation by PRIVATEC of the Merger or any other transaction contemplated by this Agreement, or PRIVATECO's compliance with any of the provisions of this Agreement will (with or without notice or lapse of time, or both): (a) conflict with or violate any provision of the PRIVATECO Organizational Documents; (b) assuming that a consents, approvals, authorizations, confirmations, clearances, and permits described in Section 1.5 have been obtained, and all applications, filings, notifications, reports, registrations, and submissions described in Section 1.5 have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to PRIVATECO or any Subsidiary of PRIVATECO or any of their respective properties or assets; or (c) requi any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, or constitute a default under, or result in termination or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien upon any of the respective properties or assets of any member of the PRIVATECO Group pursuant to, any PRIVATECO Material Contract, except as provided in Section 1.4 of the PRIVATECO Disclosure Schedule; except, with respect to clauses (b) and (c), for any such conflicts, violations, consents, breaches, losses, defaults, othe occurrences or Liens which would not reasonably be expected to (x) be material to the PRIVATECO Group or (y) prevent or materially delay the ability o PRIVATECO to consummate the transactions contemplated by this Agreement.

Section 1.5 Required Filings and Consents. None of the execution, delivery or performance of this Agreement by PRIVATECO, the consummation by PRIVATECO of the Merger or any other transaction contemplated by this Agreement, or PRIVATECO's compliance with any of the provisions of th Agreement will require (with or without notice or lapse of time, or both) any consent, approval, authorization or permit of, or filing or registration with or notification to, any Governmental Entity, other than (a) the notarization and registration of the Merger Agreement, the PUBCO Shareholders' Meeting, and th PRIVATECO Shareholder Consent with the RPC as required by the LGSM and Mexico Law, (b) compliance with any applicable requirements of the HS Act, (c) any application, filing, notice, report, registration, approval, permit, authorization, confirmation, clearance, consent or submission required to be made or obtained under Title 49 of the United States Code or under any regulation, rule, order, notice or policy of the U.S. Federal Aviation Administration (the "FAA"), the U.S. Department of Transportation (the "DOT"), the Federal Communications Commission (the "FCC"), the U.S. Department of Homeland Security (the "DHS"), including the U.S. Transportation Security Administration (the "TSA"), such filings as may be required under the rules and regulations of the SICT and AFAC within 30 Business Days of Closing in accordance with Mexican Law, (d) such filings as may be required under the rules and regulation of the BMV, LMV, LIE and the Institutional Stock Exchange (*Bolsa Institucional de Valores*) (BIVA), (e) the Consents (including the Competition Approvals), and (f) where the failure to obtain such consents, approvals, authorizations or permits of, or to make such filings, registrations with or notifications to any Governmental Entity would not reasonably be expected to have a Material Adverse Effect.

Section 1.6 Permits; Compliance With Law.

(a) Each member of the PRIVATECO Group holds all Permits of any Governmental Entity, including AFAC, SENEAM, IN DOT and FAA, applicable to such member of the PRIVATECO Group and necessary for it to own, lease and operate its assets and properties and t operate the Business as currently conducted (the "PRIVATECO Permits"), except where the failure to hold any PRIVATECO Permits would not be materia to the PRIVATECO Group taken as a whole. Each member of the PRIVATECO Group is, and since January 1, 2023 has been, operating in compliance w the terms of such PRIVATECO Permits, except where the failure to be in compliance with such PRIVATECO Permits would not reasonably be expected have a Material Adverse Effect.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, (i) PRIVATECO is not in conflict with default under or violation of, and is not being investigated for, or charged by any Regulatory Authority or Governmental Entity with a violation of, any Law, operating certificates, certificates of public convenience, and necessity, air carrier obligations, airworthiness directives, Aviation Regulations, and any other rules, regulations, directives, orders and mandatory policies of such Regulatory Authority, the FAA, the DOT, the DHS, the FCC, the TSA, AFAC, INM SENEAM and any other Governmental Entity applicable to PRIVATECO or by which any property or asset of PRIVATECO is or was bound, (ii) there is pending, or to the knowledge of PRIVATECO, threatened investigation or review by any Regulatory Authority or Governmental Entity with respect t PRIVATECO that challenges or questions the validity of any rights of the holder under PRIVATECO Permits or that alleges the existence of any violation any PRIVATECO Permit, (iii) since January 1, 2023, PRIVATECO has timely filed all material submissions, reports, registrations, schedules, forms, notice statements and other documents, together with any amendments required to be made with respect thereto, that they were required to file with the FAA, the DOT, the FCC, the DHS, the TSA and AFAC, INM and SENEAM, and in each case have paid all fees and assessments due and payable in connect therewith, and (iv) neither the DOT nor the FAA nor any other Regulatory Authority or Governmental Entity has taken any action or, to the knowledge o PRIVATECO, threatened to take any action to amend, modify, suspend, revoke, terminate, cancel, withdraw, or otherwise materially affect any PRIVATECO Permit. PRIVATECO has not received any written notice or communication of any material noncompliance with any such Laws that has n been cured as of the date hereof.

(c) Since January 1, 2021, no member of the PRIVATECO Group nor any of their respective shareholders, directors, officers, employees, nor to the knowledge of PRIVATECO, any partners, agents or Affiliates, has (i) violated any Anti-Corruption Laws or (ii) has, directly indirectly, offered, promised to pay, authorized, paid or accepted any remuneration or other thing of value to any Person such that all or a portion of such remuneration or thing of value would be offered, given, or promised, directly or indirectly, to any Person (a) to obtain favorable treatment in securing business, (b) to pay for favorable treatment for business secured, (c) to obtain special concessions or pay for special concessions already obtained (d) in connection with any regulatory review of the Business or (e) to obtain any other improper advantage or (iii) is aware of any action taken that has had the result or would result in a violation by any such Person of the Anti-Corruption Laws or any other applicable Laws relating to bribery, corruption or money laundering. The PRIVATECO Group, and to PRIVATECO's knowledge, its agents, have instituted, maintained and complied in all material respects with policies, procedure and controls reasonably designed to assure compliance with the Anti-Corruption Laws.

Section 1.7 PRIVATECO Financial Statements; Public Filings.

(a) Section 1.7(a) of the PRIVATECO Disclosure Schedule sets forth (i) the audited consolidated financial statements PRIVATECO and its subsidiaries, which comprise the consolidated statement of financial position as of December 31, 2024 and 2023, the consolidate statements of profit or loss, comprehensive income, changes in equity and cash flows for the years ended December 31, 2024, 2023 and 2022, and notes comprising material accounting policies and other explanatory information and (ii) the unaudited interim financial statements as of September 30, 2025 and 2024 for PRIVATECO and its subsidiaries, which include the consolidated statements of financial position, comprehensive income, changes in equity and cash flows for the nine months ended September 30, 2025, 2024 and 2023 (without accompanying notes) (the "Current PRIVATECO Balance Sheet, and such date, the "PRIVATECO Balance Sheet Date") (such financial statements under clauses (i) and (ii) being collectively referred to herein as the "PRIVATECO Financial Statements"). The PRIVATECO Financial Statements (i) were prepared from and in accordance with the books and records of PRIVATECO as the times and for the periods referred to therein in all material respects, (ii) were prepared in accordance with IFRS applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal and recurring year-end adjustments that are not reasonably expected to be material), and (iii) fairly present the consolidated financial condition and the consolidated results of operations, cash flows of PRIVATECO and its Subsidiaries as of the dates and for the periods referred to therein (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal and recurring year-end adjustments that are not reasonably expected to be material).

(b) Except as set forth in Section 1.7(b) of PRIVATECO Disclosure Schedule, no member of the PRIVATECO Group is a par to, or has any commitment to become a party to, any joint venture or non-consolidated venture, off-balance sheet partnership or similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among PRIVATECO, on the one hand, and any unconsolidated affiliate including any structured finance, special purpose or limited purpose entity or Person, on the other hand), or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K promulgated by the SEC), where the result, purpose or intended effect of such Contract is to avoid disclosure of any materia transaction involving, or material liabilities of, any member of the PRIVATECO Group in PRIVATECO's financial statements (including the PRIVATEC Financial Statements) or other PRIVATECO Public Disclosures.

(c) Without limiting the generality of Section 1.7(a) of this Annex II, (i) KPMG Cardenas, Dosal, S.C. has not resigned or bee dismissed as independent accountants of PRIVATECO as a result of or in connection with any disagreement with PRIVATECO on a matter of accountir principles or practices, financial statement disclosure or auditing scope or procedure, (ii) since January 1, 2023, neither the PRIVATECO Group nor, to th

knowledge of PRIVATECO, any PRIVATECO Representative has formally received any material written complaint, allegation, assertion or claim regardi the accounting or auditing practices, procedures, methodologies or methods of the PRIVATECO Group or their respective internal accounting controls including any material complaint, allegation, assertion or claim that the PRIVATECO Group has engaged in questionable accounting or auditing practices, an (iii) no enforcement action has been initiated or, to the knowledge of PRIVATECO, threatened against PRIVATECO by the SEC or CNBV relating disclosures contained in any PRIVATECO Public Disclosures. Other than the Subsidiaries of PRIVATECO, and the entities set forth in Section 1.7(c) of the PRIVATECO Disclosure Schedule, no Person (including any Non-Consolidated Venture) is consolidated under the PRIVATECO Financial Statements.

(d) All accounts, notes receivable and other receivables (other than receivables collected since the PRIVATECO Balance Shee Date) reflected on the Current PRIVATECO Balance Sheet are, and all accounts and notes receivable arising from or otherwise relating to the Business PRIVATECO as of the Closing Date will be, valid, genuine and fully collectible in the aggregate amount thereof, subject to normal and customary trad discounts, less any reserves for doubtful accounts recorded on the Current PRIVATECO Balance Sheet.

(e) Section 1.7(e) of PRIVATECO Disclosure Schedule sets forth (i) an accurate and complete list of PRIVATECO Debt as the date of this Agreement, including, for each Convertible Note, the applicable noteholder (each, a "Noteholder"), the date of issue and date of maturity, the class and series of PRIVATECO Shares into which the principal and unpaid accrued interest thereunder is convertible and the terms of conversion thereof, th member of the PRIVATECO Group that is the lender thereunder and, as of the date of this Agreement, the principal amount outstanding and unpaid accrue interest thereunder, and (ii) the aggregate amount of cash and cash equivalents of PRIVATECO and its Subsidiaries as of the close of business of Novembe 30, 2025.

(f) Reserved.

(g) None of PRIVATECO nor, to PRIVATECO's knowledge, any Employee, has identified or been made aware of any frau whether or not material, that involves PRIVATECO's management or other current or former employees, consultants, advisors or directors of PRIVATEC who have a role in the preparation of financial statements or the internal accounting controls utilized by PRIVATECO, or any claim or allegation regarding an of the foregoing.

(h) Except as set forth in Section 1.7(h) of PRIVATECO Disclosure Schedule, PRIVATECO has no Liability, Indebtednes expense, claim, deficiency, guaranty or endorsement of any type, whether accrued, absolute, contingent, matured, unmatured or other, except for those which (i) have been reflected in the Current PRIVATECO Balance Sheet or (ii) have arisen in the Ordinary Course since the PRIVATECO Balance Sheet D (none of which relates to any breach of contract, breach of warranty, tort, infringement, or violation of law).

(i) Since January 1, 2023, PRIVATECO has timely filed or otherwise furnished (as applicable) all PRIVATECO Pub Disclosures. As of their respective effective dates (in the case of the PRIVATECO Public Disclosures that are registration statements filed pursuant to th requirements of the LMV) and as of their respective BMV filing dates (in the case of all other PRIVATECO Public Disclosures), or in each case, if amende prior to the date hereof, as of the date of the last such amendment, the PRIVATECO Public Disclosures (i) did not contain any untrue statement of a materia fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading and (ii) complied in all material respects with the applicable requirements of the LMV and the applicable rules and regulations of the CNBV promulgated thereunder.

Section 1.8 Internal Controls. PRIVATECO maintains a system of internal controls over financial reporting designed to provide reasonabl assurances regarding the reliability of financial reporting, including policies and procedures that mandate the maintenance of records that in reasonable detail accurately and fairly reflect the material transaction and disposition of the assets of PRIVATECO and the PRIVATECO Group, and the preparation financial statements for external purposes, including to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS; (iii) acces to assets that could have a material effect on the PRIVATECO Financial Statements is permitted only in accordance with management's general or specifi authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. PRIVATECO has in place disclosure controls and procedures that are reasonably designed to ensure that material information required to be disclosed by PRIVATECO in the reports that it files or submits under the LMV is recorded, processed, summarized and reported within th time periods specified in the CNBV's rules and forms and is accumulated and communicated to PRIVATECO's management as appropriate to allow timel decisions regarding required disclosure and has disclosed, based on the most recent evaluation by its Chief Executive Officer and its Chief Financial Officer, t PRIVATECO's auditors and the audit committee of the PRIVATECO Board (A) any significant deficiencies and material weaknesses in the design operation of internal controls over financial reporting that are reasonably likely to adversely affect in any material respect PRIVATECO's ability to record process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in PRIVATECO's internal controls over financial reporting.

Section 1.9 Anti-Takeover Law. Subject to receipt of the TO Exemption and the PUBCO Requisite Vote, no "fair price," "moratorium," "contro share acquisition" or other anti-takeover Law will apply with respect to or as a result of the execution of this Agreement or the consummation of the Merger or the other transactions contemplated hereby.

Section 1.10 No Undisclosed Liabilities. Except for those liabilities and obligations (a) as reflected in, reserved against or disclosed in the PRIVATECO Financial Statements prior to the date of this Agreement or (b) incurred in the Ordinary Course since the date of the most recent consolidate balance sheet of PRIVATECO included in the PRIVATECO Financial Statements, the PRIVATECO Group has no liabilities or obligations of any nat

(whether absolute or contingent, asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued) of a type required to be reflected on a consolidated balance sheet of PRIVATECO and its consolidated Subsidiaries (or in the notes thereto) prepared in accordanc with IFRS, other than (i) as set forth onSection 1.10 of the PRIVATECO Disclosure Schedule and (ii) those that would not reasonably be expected to have Material Adverse Effect.

Section 1.11 Absence of Certain Changes or Events.

(a) From the PRIVATECO Balance Sheet Date until the date of this Agreement, the PRIVATECO Group has conducted businesses in all material respects in the Ordinary Course.

(b) From the PRIVATECO Balance Sheet Date until the date of this Agreement, there has not occurred, arisen or come int existence any fact, change, event, development or circumstance, or any worsening thereof, which would have a Material Adverse Effect.

(c) Except for the transactions contemplated by this Agreement and except as set forth in Section 1.11(c) of PRIVATECC Disclosure Schedule, from the PRIVATECO Balance Sheet Date until the date of this Agreement, no member of the PRIVATECO Group has taken a action that, if taken after the date hereof, would constitute a breach of, or otherwise require the consent of PUBCO under, any ofclauses (ii), (iv)-(vii), (ix)-(xii), (xv), (xvii), (xviii), or (xxv) of Section 6.1(b) of the Agreement with respect to any of the foregoing.

Section 1.12 PRIVATECO Benefit Plans

(a) Section 1.12(a) of PRIVATECO Disclosure Schedule sets forth a complete and accurate list of each PRIVATECO Bene Plan as of the date of this Agreement and specifies, with respect to each such PRIVATECO Benefit Plan, the applicable jurisdiction covered by suc PRIVATECO Benefit Plan. With respect to each PRIVATECO Benefit Plan, PRIVATECO has made available to PUBCO complete and accurate copie (i) each such PRIVATECO Benefit Plan, including any material amendments thereto, and descriptions of all material terms of any such plan that is not i writing, (ii) each trust, insurance, annuity or other funding Contract related thereto, (iii) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto (if applicable), and (iv) all other material filings and material correspondence with any Governmental Entity (including any correspondence regarding actual or, to the knowledge of PRIVATECO, threatened audits or investigations) (if applicable) with respect to each PRIVATECC Benefit Plan, in each case, made within three years prior to the date of this Agreement.

(b) Except as would not reasonably be expected to result in material liability to the PRIVATECO Group, each PRIVATEC Benefit Plan (and any related trust or other funding vehicle) has been established, maintained, funded, and administered in accordance with its terms and is in compliance with, the LFT, the Mexico Tax Code and all other applicable Laws. Except as would not reasonably be expected to result in material liability to the PRIVATECO Group, all contributions, including all employer and employee contributions, required to be made to each PRIVATECO Benefit Plan b applicable Law or by the terms of the PRIVATECO Benefit Plan, or any plan document or other contractual undertaking, and all premiums due or payabl with respect to insurance policies funding each PRIVATECO Benefit Plan, for any period through the date hereof, have been timely made or paid in full or solely to the extent not required by applicable Laws or by the terms of the PRIVATECO Benefit Plan to be made or paid on or before the date hereof, hav been fully reflected on the books and records of PRIVATECO.

(c) There are no pending or threatened claims (other than claims for benefits in the Ordinary Course), lawsuits or arbitrations which have been asserted or instituted, and, to the knowledge of PRIVATECO, no set of circumstances exists which may reasonably give rise to a claim o lawsuit, against the PRIVATECO Benefit Plan, any fiduciaries thereof with respect to their duties to the PRIVATECO Benefit Plan or the assets of any of t trusts under any of the PRIVATECO Benefit Plan that would reasonably be expected to result in any liability of the PRIVATECO or any of its Subsidiaries an amount that would be material to PRIVATECO and its Subsidiaries, taken as a whole.

(d) There are no, and the PRIVATECO Group does not have any material liability in respect of, any other Benefit Plan.

(e) Except as would not reasonably be expected to result in material liability to the PRIVATECO Group, (i) each PRIVATEC Benefit Plan that is intended to be qualified or exempt under the Mexico Tax Code or other applicable Law is so qualified or exempt and, to the knowledge o PRIVATECO, no event or circumstance exists that has materially and adversely affected or would reasonably be expected to materially and adversely affec such qualification or exemption and (ii) no member of the PRIVATECO Group nor any PRIVATECO Benefit Plan or, to the knowledge of PRIVATEC any trustee, administrator or other third-party fiduciary or party-in-interest, with respect to any PRIVATECO Benefit Plan, has engaged in any breach o fiduciary responsibility or prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the U.S. Tax Code) which could result in th imposition of a material penalty assessed pursuant to applicable Law or a material Tax imposed by an applicable Tax authority on a member of the PRIVATECO Group.

(f) No PRIVATECO Benefit Plan is, and no member of the PRIVATECO Group nor any ERISA Affiliate thereof sponsc maintains, contributes to, or has within the six years ending on the date hereof sponsored, maintained, contributed to, or has any actual or contingent liability with respect to any (i) single employer plan or other pension plan that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the U.S Tax Code, (ii) "multiple employer plan" within the meaning of Section 413(c) of the U.S. Tax Code or Section 210 of ERISA, (iii) "multiemployer plan" (within the meaning of Section 3(37) of ERISA) or (iv) multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA).

(g) None of the execution, delivery or performance of this Agreement by PRIVATECO, the consummation by PRIVATECO of ar transaction contemplated by this Agreement, nor PRIVATECO's compliance with any of the provisions of this Agreement (in any case alone or in conjunctior

with any other event, including any termination of employment on or following the Effective Time), will result in any "parachute payment" under Section 280G of the U.S. Tax Code in respect of PRIVATECO Service Providers.

(h) No member of the PRIVATECO Group has any material liability in respect of, or material obligation to provide, post employment health, medical, disability, life insurance benefits or other welfare benefits for PRIVATECO Service Providers (or the spouses, dependent o beneficiaries of any PRIVATECO Service Providers), whether under a PRIVATECO Benefit Plan or otherwise, except as required to comply w Section 4980B of the U.S. Tax Code or any similar Law at the sole expense of the participant or the participant's dependent or beneficiary.

(i) Except as contemplated by the express terms of this Agreement, none of the execution, delivery or performance of this Agreement by PRIVATECO, the consummation by PRIVATECO of the Merger or any other transaction contemplated by this Agreement will (either alone in conjunction with any other event, including any termination of employment on or following the Effective Time) (i) entitle any PRIVATECO Service Provide to any material compensation or benefit, (ii) accelerate the time of payment or vesting, increase the amount of payment, or trigger any payment or funding, of any material compensation or benefit or trigger any other material obligation under any PRIVATECO Benefit Plan, (iii) trigger any funding (through a grantc trust or otherwise) of compensation, equity award or other benefits, (iv) otherwise give rise to any material liability under any PRIVATECO Benefit Plan or (v limit or restrict the right of PRIVATECO or, after the consummation of the transactions contemplated by this Agreement, PUBCO, to merge, amend o terminate any of PRIVATECO Benefit Plans.

(j) No PRIVATECO Benefit Plan provides for any gross-up, reimbursement or additional payment by reason of any Tax imposed under Section 409A or Section 4999 of the U.S. Tax Code. No Person is entitled to receive a Tax gross-up payment from PRIVATECO as a result of an Tax imposed by Section 409A or 4999 of the U.S. Tax Code, or otherwise.

(k) Each "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the U.S. Tax Code) maintained o sponsored by a member of the PRIVATECO Group for the benefit of PRIVATECO Service Provider who is a U.S. taxpayer has been documented a operated in material compliance with Section 409A of the U.S. Tax Code and the guidance issued thereunder.

(l) Without limiting the generality of the other provisions of this Section 1.12, each material PRIVATECO Benefit Plan that, unde applicable Laws, is required to be registered or approved by a Governmental Entity, has been so registered or approved and has been maintained in al material respects in good standing with all applicable regulatory authorities and Governmental Entities, and, to the knowledge of PRIVATECO, no event ha occurred since the date of the most recent approval or application therefor relating to any such PRIVATECO Benefit Plan that could reasonably be expecte to adversely affect any such approval or good standing. Each material PRIVATECO Benefit Plan that is intended to qualify for special Tax treatment meets th requirements for such treatment in all material respects. All contributions to, and payments from, each material PRIVATECO Benefit Plan under the terms o such plan or applicable Laws have been timely made in all material respects, and all contributions that are not yet due have been accrued in accordance with country-specific accounting practices.

(m) Except as would not reasonably be expected to result in material liability to the PRIVATECO Group, the PRIVATEC Group has no outstanding or pending obligations in connection with any prior or ongoing termination or withdrawal from any PRIVATECO Benefit Plan.

Section 1.13 Labor and Other Employment Matters.

(a) Except as would not reasonably be expected to result in material liability to the PRIVATECO Group, (i) each member of th PRIVATECO Group is in compliance in all material respects with all applicable Laws respecting labor, employment, immigration, fair employment practices terms and conditions of employment, workers' compensation, occupational safety, plant closings or similar mass layoffs (including any reductions in force, redundancies, or furloughs triggering any collective consultation requirements in any non-U.S. jurisdictions), compensation and benefits, child labor, hiring, promotion and termination of employees, meal and break periods, data privacy, subcontracting regulations (*régimen de subcontratación*), assignment of employees and personnel provision services, profit sharing (*participación de los trabajadores en las utilidades de las empresas*), and wages and hours, registration with and payment of dues to the Mexican Social Security Institute, the National Fund for Consumption of Workers, the Mexican Institute of th National Workers' Housing Fund, and other applicable Governmental Entity, and (ii) there is no charge of discrimination in employment or employment practices, for any reason, including, age, gender, race, religion or other legally protected category, which has been asserted in the past three years or is now pending or, to the knowledge of PRIVATECO, is threatened against any member of the PRIVATECO Group before any other Governmental Entity in an jurisdiction in which PRIVATECO or any of its Subsidiaries has employed or currently employs any Service Provider.

(b) PRIVATECO has furnished or made available to PUBCO an accurate and complete list of (i) the total number of employees for each job level at each location for each of PRIVATECO and its Subsidiaries as of the date hereof, (ii) the total number of employees of PRIVATECO and i Subsidiaries subject to each of the PRIVATECO CBAs as of the date hereof, and (iii) ranges of annual base salaries or hourly wage rates of employees o PRIVATECO and its Subsidiaries as of the date hereof, as applicable, per position/role. Prior to the Closing, PRIVATECO will have furnished or mad available to PUBCO an accurate and complete list of all directors (including alternates) of the PRIVATECO Board as of immediately prior to the Closing an as of the date of this Agreement, including for each such director (x) tenure, and (y) compensation for services rendered as a director.

(c) PRIVATECO has made available to PUBCO true and complete copies of all Collective Bargaining Agreements (including amendments thereto) to which PRIVATECO or any of its Subsidiaries are a party or otherwise bound that are in effect as of the date of this Agreement or tha otherwise cover any employees of any member of the PRIVATECO Group (the "PRIVATECO CBAs") with respect to their employment with a member of the PRIVATECO Group. The consent of, consultation of or the rendering of formal advice by any labor or trade union, works council, or any other employe

representative body is not required for PRIVATECO to enter into this Agreement or to consummate any of the transactions contemplated thereby.

(d) Except as would not reasonably be expected to result in material liability to the PRIVATECO Group:

(i) no grievances, arbitrations or legal or administrative Proceedings which allege the violation of any PRIVATECO CBA are pending;

(ii) there are no labor strikes, concerted walkouts, material labor disruptions or disputes, slowdowns, work stoppages, picketings, negotiated industrial actions or lockouts pending or, to the knowledge of PRIVATECO, threatened, against any member o the PRIVATECO Group;

(iii) to the knowledge of PRIVATECO, no labor union, labor organization or works council has made a pending demand fo recognition or certification to any member of the PRIVATECO Group, and there are no representation or certification proceedings o petitions seeking a representation proceeding presently pending or, to the knowledge of PRIVATECO, threatened to be brought o filed with any labor relations tribunal or authority;

(iv) there is no unfair labor practice charge against any member of the PRIVATECO Group pending before any labo relations authority and there is no pending or, to the knowledge of PRIVATECO, threatened grievance, charge, complaint, audit o investigation by or before any Governmental Entity with respect to any Service Providers in their capacities as such;

(v) Except as would not reasonably be expected to result in material liability to the PRIVATECO Group, all employmer relationships of PRIVATECO and its Subsidiaries have been managed in accordance with applicable Law and the relevant contractua agreements. There are no pending proceedings regarding non-compliance with applicable Laws, and PRIVATECO and it Subsidiaries have not received any written notice or other communication regarding such proceedings, and to the best of PRIVATECO's knowledge, there is no material actual or threatened claim, investigation, or enforcement action against PRIVATEC or any of its Subsidiaries arising from non-compliance with any labor and employment Law; and

(vi) All individuals that the PRIVATECO Group has engaged and characterized as independent contractors or consultants i Mexico and other applicable countries have been, and are, properly classified as independent contractors for purposes of all applicable Laws. Without limiting the foregoing, such individuals (i) have not been, and are not, treated as employees of any member of the PRIVATECO Group for purposes of granting statutory benefits under the LFT (including profit sharing, paid vacation, vacatio premium, Christmas bonus, or enrollment with the Mexican Social Security Institute or the National Workers' Housing Fund Institute or other applicable Law; (ii) have been, and are, paid and treated in compliance in all material respects with applicable Mexican and other applicable employment, labor, wage and hour, occupational health and safety, tax, social security, and housing-fund Laws; and (iii) have been, and are, treated for tax and social security purposes as independent service providers, as applicable. To the extent any such services constitute specialized services, the relevant provider's engagement complies in all material respects with Mexican or other applicable Law subcontracting restrictions, including that such services do not relate to the corporate purpose or main economic activity of the engaging entity and, if required, that the provider maintains a current registration in the Public Registry of Specialized Services or Specialized Works (REPSE). There is no pending, and to the knowledge of PRIVATECO no threatened, claim, audit, proceeding by any Governmental Entity (including the Ministry of Labor and Social Welfare, the Mexican Social Security Institute, th National Workers' Housing Fund Institute, the Tax Administration Service, or the competent Labor Courts) or by any such individua challenging the classification of any such individual as an independent contractor, consultant or specialized service provider, except as would not be material to the PRIVATECO Group.

(e) Since January 1, 2023, (i) no material allegations of sexual harassment, sexual misconduct or discrimination have been made against any PRIVATECO Service Provider who serves in an executive role (including non-employee directors) to PRIVATECO or any of its Subsidiaries' Hum Resources Departments, (ii) there are no Proceedings pending or, to the Knowledge of PRIVATECO, threatened related to any allegations of sexual or othe discriminatory harassment, sexual misconduct, or discrimination by any PRIVATECO Service Provider who serves in an executive role (including non employee directors), and (iii) neither PRIVATECO nor any of its Subsidiaries has entered into any settlement agreements, non-disclosure agreements, o similar agreements related to allegations of sexual or other discriminatory harassment, sexual misconduct, or discrimination by any PRIVATECO Servic Provider who serves in an executive role (including non-employee directors).

Section 1.14 PRIVATECO Material Contracts.

(a) Section 1.14(a) of PRIVATECO Disclosure Schedule sets forth an accurate and complete list as of the date of this Agreemer of each Contract to which a member of the PRIVATECO Group is a party to or bound by which falls within any of the following categories:

(i) any Contract (other than PRIVATECO CBAs) that limits or restricts in any material respect the PRIVATECO Gro from competing or engaging in any line of business or in any geographic area in any material respect, except for any such Contract that may be cancelled without penalty by the PRIVATECO Group upon notice of [***] days or less;

(ii) any joint venture, partnership, business alliance, code sharing, frequent flyer or interline Contract which involves revenue

to the PRIVATECO Group in excess of $[***] per year;

(iii) any Contract that is related to the governance or operation of or investment in (or establishing) of (a) PRIVATECO, (b) any Subsidiary that is not (or which would not be, after giving effect to the investment contemplated thereby) wholly owned and controlled by PRIVATECO, or (c) any Non-Consolidated Venture;

(iv) any maintenance Contract for repair and overhaul that would be expected to result in the PRIVATECO Grou incurring costs in excess of $[***] per year;

(v) (a) any Contract relating to Indebtedness or any guarantee by or on behalf of the PRIVATECO Group of any suc Indebtedness of any member of the PRIVATECO Group or any other person, that is either (i) a PRIVATECO Aircraft Finan Contract or (ii) in excess of $[***] individually, (b) each debt security or Contract or other commitment for the issuances thereof (contingent or otherwise), including any Convertible Note or which is otherwise convertible into any Equity Interest of PRIVATEC (or, following the Closing, of the Combined Company), and (c) any Contract that grants any Lien (other than a Permitted Lien) on an property or asset of PRIVATECO or its Subsidiaries that is material to the PRIVATECO Group taken as a whole;

(vi) any material credit card-related Contract, including material (i) credit card processing or card services agreements, merchant services agreements and on-line payment services agreements, (ii) agreements with credit card or debit card issuers or card associations governing co-branded credit or debit cards and (iii) agreements governing participation in credit card related awards programs (each of (i) through (iii), a "Credit Card Contract");

(vii) any other Contract (other than (x) purchase or sale orders in the Ordinary Course not involving the purchase or lease of aircraft, aircraft engines or simulators, or (y) Contracts for the purchase or lease of aircraft, aircraft engines or simulators identified in Section 1.24(e) or Section 1.24(f) of PRIVATECO Disclosure Schedule), which requires or involves payments by the PRIVATEC Group in excess of $[***] per annum;

(viii) any Contract related to any PRIVATECO Slot;

(ix) any Contract pursuant to which a license (including via a covenant not to sue) with respect to Intellectual Property Rights that are material to the Business of the PRIVATECO Group is granted (x) by the PRIVATECO Group to any Person or (y) any Person to the PRIVATECO Group (including, in each case, any such Contracts involving branding, trademark licensing advertising or promotions, but excluding, in each case, non-disclosure agreements, consulting services agreements (other than for the development of Intellectual Property Rights that are material to the Business of the PRIVATECO Group) and standard, off-the-she software licenses made available on standard, non-negotiable terms, in each case entered into in the Ordinary Course);

(x) any Contract relating to any material obligations arising under any equity, interest rate, currency or commodity derivatives or hedging transaction, other than any PRIVATECO Aircraft Finance Contract;

(xi) any Contract between PRIVATECO, on the one hand, and any Related Person, on the other hand (other tha Ordinary Course agreements relating to employee compensation and benefits that have been made available to PUBCO prior to th date of this Agreement);

(xii) (a) any Contract with respect to the settlement of any Proceeding involving non-monetary relief or monetary relie payable by PRIVATECO (and not including any amounts payable by any insurer) in excess of $[***] in unpaid amounts as of th PRIVATECO Balance Sheet Date or (b) that materially restricts or imposes material continuing obligations (aside from confidentialit obligations) upon PRIVATECO or any of its Subsidiaries;

(xiii) any material Order to which a member of the PRIVATECO Group is subject and which restricts the conduct c business thereof;

(xiv) any Contract (A) which contemplates consideration in excess of $[***] with respect to the acquisition or disposition o any Person, or any of its assets or Equity Interests, or any line of business, directly or indirectly and whether by way of merger, acquisition of Equity Interests or acquisition of assets entered into in the last five years, (B) that is for the acquisition or disposition directly or indirectly (by merger or otherwise), of Equity Interests or capital stock or material assets of any Person, pursuant

to which PRIVATECO or any of its Subsidiaries has continuing "earn out" or other contingent payment or performance obligations indemnification or other obligations outstanding, or (C) that obligates PRIVATECO or any of its Subsidiaries to provide any funds t or make any investment in (in each case, in the form of a loan, capital contribution, subscription or similar transaction) any Person in excess of $[***] in any [***] month period;

(xv) any Contract containing a put, call, right of first refusal or offer or similar right pursuant to which PRIVATECO or an Subsidiary thereof could be required to purchase or sell Equity Interests of another Person;

(xvi) each Indemnification Agreement;

(xvii) any revenue generating Contract with a Governmental Authority; and

(xviii) any (A) baggage inspection Contract; (B) airport services Contract; (C) airport use fee (*tarifa de uso de aeropuerto*) Contract; (D) fuel supply Contracts; (E) concierge services Contract; (F) call center Contract; or (G) reservations Contract, which, each case of the foregoing clauses (A)-(G), requires or involves payments by the PRIVATECO Group in excess of $[***] per annum.

Each Contract, including all amendments, modifications and supplements thereto, of the type described in this Section 1.14(a), together with each PRIVATECO Aircraft Purchase Contract and each PRIVATECO Aircraft Finance Contract, is referred to herein as a "PRIVATECO Material Contract". Accurate and complete copies of each PRIVATECO Material Contract have been made available by the PRIVATECO Group to PUBCO, in each case prior to the date of this Agreement.

(b) Except for any PRIVATECO Material Contract that has terminated or expired in accordance with its terms and except a would not reasonably be expected to be material to the PRIVATECO Group, each PRIVATECO Material Contract is a valid and binding obligation of t applicable member of the PRIVATECO Group and, to the knowledge of PRIVATECO, of the other party or parties thereto, in accordance with its term and is in full force and effect, subject to the Enforceability Exceptions. Except for breaches, violations or defaults which are not reasonably expected to be material to the PRIVATECO Group, the PRIVATECO Group has performed all obligations required to be performed by it under each PRIVATEC Material Contract and, to the knowledge of PRIVATECO, each other party to each PRIVATECO Material Contract has in all material respects performed obligations required to be performed by it under such PRIVATECO Material Contract. Except as would not reasonably be expected to be material to th PRIVATECO Group, the PRIVATECO Group has not received written notice of any violation or default under any PRIVATECO Material Contract.

Section 1.15 Litigation.

(a) Except as set forth in Section 1.15(a) of the PRIVATECO Disclosure Schedule, there is no Proceeding pending or, to th knowledge of PRIVATECO,

threatened against any member of the PRIVATECO Group, any property or assets of the PRIVATECO Group, or any of their respective officers, directo or employees in such individual's capacity as such, that (i) involves an amount in controversy in excess of $[***] or (ii) seeks injunctive or other non-monetary relief that, if granted, would reasonably be expected to be material to the PRIVATECO Group.

(b) No member of PRIVATECO is subject to any outstanding order, writ, injunction, judgment, award, decree, ruling determination, stipulation, subpoena, or verdict entered, issued, made or rendered by any arbitrator or any Regulatory Authority or Governmental Entity (each an "Order") that would reasonably be expected to have a Material Adverse Effect or which is material to the PRIVATECO Group taken as a whole.

Section 1.16 Environmental Matters. Except as would not reasonably be expected to have a Material Adverse Effect:

(a) Each member of the PRIVATECO Group is, and since January 1, 2023 has been, in compliance with all applicabl Environmental Laws, and the PRIVATECO Group has obtained, or has made timely and complete application for renewal of, and is in compliance with, a Environmental Permits necessary for the conduct and operation of its respective business;

(b) there are not now, and since January 1, 2023 there have not been, any Hazardous Substances generated, treated, stored, transported, disposed of, released, or otherwise existing on, under, about, or emanating from or to, any property currently owned, leased or operated by the PRIVATECO Group, except in compliance with, and as would not result in liability under, any applicable Environmental Laws;

(c) since January 1, 2023, no member of the PRIVATECO Group has received any notice of alleged liability for, or an Proceeding, Inspection Visit, Order, Resolution or inquiry regarding, any release or threatened release of Hazardous Substances or alleged violation of, o non-compliance with, any Environmental Law; and

(d) PRIVATECO has made available to PUBCO prior to the date of this Agreement true, complete and correct copies of ar environmental reports, studies, assessments, and other material environmental information prepared since January 1, 2023 in its possession relating to the PRIVATECO Group and its current or former properties or operations.

Section 1.17 Intellectual Property; IT Assets.

(a) Except as would not reasonably be expected to have a Material Adverse Effect, (i) none of the Intellectual Property Right owned or purported to be owned by the PRIVATECO Group (the "PRIVATECO Owned Intellectual Property") has lapsed, expired, been abandoned or been adjudged invalid or unenforceable (ii) the PRIVATECO Group exclusively owns PRIVATECO Owned Intellectual Property free and clear of all Lie (other than Permitted Liens) and (iii) the PRIVATECO Group has valid and enforceable rights to use all Intellectual Property Rights owned by a third par that are licensed to, or allowed by such third party for use by, the PRIVATECO Group (collectively referred to herein as the "PRIVATECO Licensed Intellectual Property").

(b) Except as would not reasonably be expected to have a Material Adverse Effect:

(i) no Proceedings are pending or, to the knowledge of PRIVATECO, threatened against any member of the PRIVATECO Group that challenge the PRIVATECO Group's ownership of PRIVATECO Owned Intellectual Property or rig under any PRIVATECO Licensed Intellectual Property;

(ii) no member of the PRIVATECO Group has received any written notice alleging the invalidity or unenforceability of an PRIVATECO Owned Intellectual Property; and

(iii) no Person has notified the PRIVATECO Group that it is claiming any ownership of or right to use any PRIVATEC Owned Intellectual Property.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, the conduct of the Business as currently conducted by the PRIVATECO Group does not infringe, misappropriate or otherwise violate, and as conducted since January 1, 2023 has not infringed misappropriated or otherwise violated, the Intellectual Property Rights of any third party, and there are no Proceedings pending or, to the knowledge of PRIVATECO, threatened against any member of the PRIVATECO Group alleging any of the foregoing.

(d) Except as would not reasonably be expected to have a Material Adverse Effect, (i) each member of the PRIVATECO Grou has taken reasonable steps to protect and preserve the confidentiality of all trade secrets and other confidential information, in each case, included in PRIVATECO Owned Intellectual Property and (ii) to the knowledge of PRIVATECO, since January 1, 2023, no Person has infringed, misappropriated otherwise violated any PRIVATECO Owned Intellectual Property.

(e) Section 1.17(e) of the PRIVATECO Disclosure Schedule is a list of all material PRIVATECO Registered IP owned by t PRIVATECO Group. Except as would not reasonably be expected to have a Material Adverse Effect, PRIVATECO Registered IP is valid, subsisting a enforceable and there are no Proceedings pending or, to the knowledge of PRIVATECO, threatened challenging any of the foregoing.Section 1.17(e) of PRIVATECO Disclosure Schedule also sets out a list of all material unregistered Trademarks used, owned, or purported to be owned by a member of th PRIVATECO Group.

(f) Except as would not reasonably be expected to have a Material Adverse Effect, no PRIVATECO IT Assets contain an "back door," "drop dead device," "time bomb," "Trojan horse," "virus," "worm," "malware," "vulnerability," "spyware" or "adware" (as such terms are commonly understood in the industry) or any other code designed or intended to have, or capable of performing or facilitating, any of the following functions: (i) disrupting, disabling, harming, or otherwise impeding in any material manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) materially compromising the security, confidentiality, integrity or availability

of any data or damaging or destroying any data or file without consent (collectively, "Malicious Code"). Except as would not reasonably be expected to have a Material Adverse Effect, each member of the PRIVATECO Group has taken commercially reasonable steps (and that meet or exceed industry standard) t prevent the introduction of Malicious Code into PRIVATECO IT Assets, including steps to monitor, detect, prevent, mitigate, and remediate Malicious Code.

(g) Except as would not be reasonably expected to have a Material Adverse Effect, the PRIVATECO Group has in effe commercially reasonable disaster recovery plans, procedures, and facilities for its business that meet or exceed industry standard. Except as would not reasonably be expected to have a Material Adverse Effect, (i) the PRIVATECO IT Assets operate and perform in a manner that permits the PRIVATEC Group to conduct the Business in the Ordinary Course, and (ii) to the knowledge of PRIVATECO, there have been no unauthorized intrusions, compromise data leakage incidents, disclosures of data or breaches of security (together, "security events") with respect to PRIVATECO IT Assets. Except as would no reasonably be expected to have a Material Adverse Effect, each member of the PRIVATECO Group has taken commercially reasonable steps (that meet o exceed industry standard) to monitor, detect, prevent, mitigate, and remediate security events.

Section 1.18 Data Privacy and Security.

(a) Except as would not reasonably be expected to have a Material Adverse Effect, each member of the PRIVATECO Grou complies and at all times has complied with (i) the written privacy notices and policies of PRIVATECO, (ii) written contractual obligations governing the treatment of Personal Information by PRIVATECO, and (iii) Privacy Laws (collectively, the "PRIVATECO Data Privacy Requirements"). Except as would not reasonably be expected to have a Material Adverse Effect, each member of the PRIVATECO Group has at all times presented a privacy notice and policy to individuals prior to the collection of any Personal Information to the extent required by PRIVATECO Data Privacy Requirements, and all such privac notices and policies are and have at all times been accurate, consistent and complete, and not misleading or deceptive (including by omission), in each case, in all material respects.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, the execution, delivery, and performance o this Agreement and the transactions contemplated by this Agreement do not and will not: (i) conflict with or result in a violation or breach of any PRIVATECO Data Privacy Requirements; (ii) require the consent of or provision of notice to any Person concerning such Person's Personal Information; or (iii) prohibit th transfer of Personal Information to the PUBCO Group.

(c) There has been no accidental, unlawful, or unauthorized Processing of Personal Information in the possession or control of the PRIVATECO Group ("PRIVATECO PII Security Incident"), except as would not reasonably be expected to have a Material Adverse Effect. Each member of the PRIVATECO Group has taken commercially reasonable steps and implemented and maintained commercially reasonable policies and procedures (tha meet or exceed industry standard) to (i) monitor, detect, prevent, mitigate, and remediate PRIVATECO PII Security Incidents, (ii) identify and address internal and external risks to the privacy and security of Personal Information in its possession or control, and (iii) implement adequate and

effective administrative, technical, physical, and organizational safeguards to protect such Personal Information and its software, systems, applications, and websites involved in the Processing of Personal Information, except, in each case of clauses(i)-(iii), as would not reasonably be expected to have a Material Adverse Effect.

(d) Except as would not reasonably be expected to have a Material Adverse Effect, no member of the PRIVATECO Group has been the subject of any inquiry, investigation, or enforcement action of any Governmental Entity with respect to compliance with any Privacy Law, or received any claims, notices, or complaints alleging or investigating a security event, PRIVATECO PII Security Incident, or violation of any PRIVATECO Data Privacy Requirement.

(e) Since January 1, 2023, (i) the processing, storage, retention, use, transmission and disclosure of credit card information by the PRIVATECO Group has been in compliance with all applicable requirements contained in the Payment Card Industry Data Security Standards ("PCI DSS") relating to "cardholder data" (as such term is defined in the PCI DSS, as amended from time to time) and (ii) to the knowledge of PRIVATECO, there has been no security event involving unauthorized access, use, or disclosure of any "cardholder data", except, in each case of clauses (i) and (ii), as would not reasonably be expected to have a Material Adverse Effect.

Section 1.19 Tax Matters. Except as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect, and except as set forth in Section 1.19 of the PRIVATECO Disclosure Schedule:

(a) Each member of the PRIVATECO Group has timely filed (taking into account any extension of time within which to file) all Tax Returns required to have been filed by or with respect to the PRIVATECO Group, and all such Tax Returns are true, complete and accurate;

(b) no claim has been made in the past six years in writing by a Governmental Entity in a jurisdiction where the PRIVATECO Group does not file Tax Returns that any member of the PRIVATECO Group is or may be subject to Taxes in such jurisdiction;

(c) all amounts of Taxes of the PRIVATECO Group due and payable (whether or not shown on any Tax Return) have been timely paid;

(d) no deficiencies for any amount of Taxes have been proposed or assessed in writing against any member of the PRIVATECO Group by any Governmental Entity except for deficiencies that have since been resolved;

(e) no member of the PRIVATECO Group (i) is the subject of any currently pending or ongoing Tax audit or other administrative or judicial Proceeding with respect to Taxes or (ii) has waived any statute of limitations in respect of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which waiver or extension is currently in effect;

(f) no member of the PRIVATECO Group is a party to, and has no obligation or liability under, any agreement or arrangement for the sharing, reimbursement, indemnification or allocation of Taxes, including any tax receivable agreement or similar agreement (other than customary provisions for Taxes contained in credit, lease or other commercial agreements entered into in the Ordinary Course the primary purposes of which do not relate to Taxes);

(g) no member of the PRIVATECO Group is, or has been, a member of a group (other than a group the common parent of which is a member of the PRIVATECO Group) filing a consolidated, combined, affiliated, unitary or similar Tax Return;

(h) no member of the PRIVATECO Group has any liability for the Taxes of any Person (other than Taxes of the PRIVATECO Group) under Treasury Regulation section 1.1502-6 (or any similar provision of state, local or non-U.S. law), or as a transferee or successor, by Contract or otherwise (other than customary provisions for Taxes contained in credit, lease or other commercial agreements entered into in the Ordinary Course the primary purposes of which do not relate to Taxes);

(i) no member of the PRIVATECO Group will be required to include an item of income (or exclude an item of deduction) in any taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) change in method of accounting or closing agreement with any Governmental Entity filed or made on or prior to the Closing Date or use of an impermissible method of accounting prior to the Closing Date, (ii) any prepaid amount received or deferred revenue accrued on or prior to the date of Closing Date outside the ordinary course of business, or (iii) installment sale or open transaction disposition made on or prior to the Closing Date;

(j) each member of the PRIVATECO Group has withheld and, to the extent required by Law, paid to the appropriate Governmental Entity all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party;

(k) no member of the PRIVATECO Group nor any predecessor of any member of the PRIVATECO Group has been "distributing corporation" or a "controlled corporation" (within the meaning of section 355 of the U.S. Tax Code) in a transaction intended to qualify under section 355 of the U.S. Tax Code within the past two years;

(l) no member of the PRIVATECO Group has entered into any "listed transaction" or any "transaction of interest" within the meaning of Treasury Regulation Section 1.6011-4(b);

(m) there are no Liens with respect to any Taxes on any of the assets of the PRIVATECO Group other than Permitted Liens;

(n) no member of the PRIVATECO Group has engaged in any labor subcontracting arrangements that fail to comply in a respects with the applicable Tax and labor Laws. Accordingly, in the event of a review or audit by the relevant Tax Authorities, there are no circumstances that could constitute or be characterized as a simulated or unlawful labor subcontracting arrangement under the applicable tax and labor legislation in effect; and

(o) in the five years prior to the date of this Agreement, PRIVATECO has not effected or participated in any merger or corporate spin-off as defined by the Mexico Tax Code or Mexico Law which may or would require a notice or authorization to be filed with respect to the Transactions or events regulated by this Agreement.

Section 1.20 Insurance. The PRIVATECO Group maintains insurance coverage with reputable and financially sound insurers, or maintains self insurance practices, in such amounts and covering such risks as are in accordance with customary industry practice for companies engaged in businesses similar to that of the PRIVATECO Group and which comply in all material respects with the requirements of Law and Contracts to which the PRIVATECO Group a party (including any lease for personal or real property). PRIVATECO has made available to PUBCO an accurate and complete list of all material insurance policies and all material self-insurance programs and arrangements relating to the Business, assets and operations of the PRIVATECO Group (th "PRIVATECO Insurance Policies"). Each of PRIVATECO Insurance Policies is in full force and effect, all premiums due and payable thereon have been pai and the PRIVATECO Group is in compliance in all material respects with the terms and conditions of such PRIVATECO Insurance Policies. Since January 2023, the PRIVATECO Group has not received any written notice regarding any default, invalidation or cancellation of any such PRIVATECO Insurance Policy that has not been renewed in the Ordinary Course without any lapse in coverage and there are not any pending Proceedings in such regard.

Section 1.21 Properties and Assets. Except as would not reasonably be expected to be material to the PUBCO Group taken as a whole, (a) th PRIVATECO Group has valid and subsisting ownership interests in all of the tangible personal property reflected in the Current PRIVATECO Balance She as being owned by the PRIVATECO Group or acquired after the date thereof (except tangible personal properties sold or otherwise disposed of since th date thereof in the Ordinary Course), free and clear of all Liens, other than Permitted Liens and (b) the tangible personal property owned by the PRIVATEC Group is in satisfactory operating condition and repair for its continued use as it has been used in all material respects, subject to reasonable wear and tear.

Section 1.22 Real Property.

(a) Section 1.22(a) of the PRIVATECO Disclosure Schedule sets forth (A) an accurate and complete list of all real propert leased or subleased by the PRIVATECO Group that require fixed payments by the PRIVATECO Group in excess of $[***] per annum, excluding a airport where the PRIVATECO Group leases three or fewer airport gates (collectively, the "PRIVATECO Leased Real Property"), (B) the address for each PRIVATECO Leased Real Property and (C) the name of the third party lessor(s) thereof, the date of the lease contract relating thereto and all amendmen thereof.

(b) The PRIVATECO Group has a valid and subsisting leasehold interest in all PRIVATECO Leased Real Property leased by in each case free and clear of all Liens, other than Permitted Liens.

(c) No member of the PRIVATECO Group owns any material real property or is a party to any Contract or otherwise has an obligation to acquire any material real property.

(d) The PRIVATECO Group has not received written notice of any Proceedings in eminent domain, condemnation or other similar Proceedings that are pending, and, to the knowledge of PRIVATECO, there are no such Proceedings threatened, affecting any portion of the PRIVATEC Leased Real Property.

Section 1.23 Related Party Transactions. Except as set forth in Section 1.23 of PRIVATECO Disclosure Schedule, neither PRIVATECO nor a of its Subsidiaries has purchased or leased any material property or services from, or sold, transferred or leased any material property or service to, or loaned or advanced a material amount of money to, or borrowed a material amount of money from or guaranteed any obligation of any of, or entered into any agreement with, any of their Related Persons, except for (i) loans and other extensions of credit to officers and employees of PRIVATECO and it Subsidiaries for travel, business or relocation expenses or other loans and other extensions of credit, which are, individually and in the aggregate, immaterial, made for employment-related purposes in the Ordinary Course, (ii) pursuant to any PRIVATECO Benefit Plan, or (iii) Contracts among the PRIVATEC Group and any of their Subsidiaries or among such Subsidiaries.

Section 1.24 Aircraft.

(a) Section 1.24(a) of PRIVATECO Disclosure Schedule sets forth, as of the date of this Agreement, a true and complete list o (i) all aircraft operated under the operating certificate of any member of the PRIVATECO Group (ii) all aircraft owned or leased by any member of th PRIVATECO Group (collectively, the "PRIVATECO Aircraft") and (iii) all engines, simulators and other components related to the PRIVATECO Aircraft including, for each PRIVATECO Aircraft, a description of the type, manufacturer's model name, manufacturer's serial number, registration mark, the delivery date, the manufacture date or age, and whether it is owned, leased or subject to any other financing agreement and by which member of the PRIVATEC Group.

(b) All PRIVATECO Aircraft are, if applicable, properly registered on IRMA and have validly issued and current evidence o such IRMA registrations that are in full force and effect.

(c) All PRIVATECO Aircraft are properly registered on the Mexican aircraft registry, in airworthy condition (except for an

PRIVATECO Aircraft undergoing maintenance or in storage), and have validly issued and current certificates of airworthiness for each PRIVATECO Aircra in operation that are in full force and effect (except for the period of time any PRIVATECO Aircraft may be out of service and such certificate is suspended i connection therewith). All PRIVATECO Aircraft are properly registered on each applicable foreign registry, regardless of its airworthy condition, and have validly issued and current airworthiness certificates and authorizations in respect thereof (in all applicable jurisdictions) that are in full force and effect (except for the period of time any PRIVATECO Aircraft may be out of service and such certificate is suspended in connection therewith).

(d) All PRIVATECO Aircraft are being maintained in all material respects according to applicable Laws, applicable FA regulatory standards and FAA-approved maintenance programs, applicable AFAC regulatory standards and AFAC-approved maintenance programs of the PRIVATECO Group. The PRIVATECO Group has implemented maintenance schedules with respect to the PRIVATECO Aircraft and engines that complied with, result in the satisfaction of all requirements under all applicable airworthiness directives of the FAA, AFAC, AAC and DGAC, as applicable t each Aircraft and Aviation Regulations required to be complied with and which are in accordance with the FAA-approved maintenance programs, the AFAC-approved maintenance programs, AAC-approved maintenance programs and DGAC-approved maintenance programs, as applicable to each PRIVATEC Aircraft of the PRIVATECO Group, and the PRIVATECO Group is in compliance with such maintenance schedules in all material respects (except w respect to PRIVATECO Aircraft, if any, in storage as identified onSection 1.24(a) of the PRIVATECO Disclosure Schedule), and the PRIVATECO Gro has no reason to believe that the PRIVATECO Group will not satisfy in any material respect any component of such maintenance schedules on or prior to th dates specified in such maintenance schedules (except with respect to PRIVATECO Aircraft undergoing maintenance or in storage). Each PRIVATEC Aircraft's structure, systems and components are functioning in all material respects in accordance with their intended use, except for PRIVATECO Aircra that are undergoing maintenance and temporarily deferred maintenance items that are permitted by the PRIVATECO Group's maintenance programs. A deferred maintenance items and temporary repairs with respect to each such PRIVATECO Aircraft have been or will be made in all material respects i accordance with the PRIVATECO Group's maintenance programs.

(e) Section 1.24(e) of PRIVATECO Disclosure Schedule sets forth, as of the date of this Agreement, a true and complete list o all Contracts (other than Contracts that may be terminated or cancelled by any member of the PRIVATECO Group without incurring any material penalty pursuant to which any member of the PRIVATECO Group has a binding obligation following the date hereof to purchase or lease aircraft, engines o simulators where the reasonably expected expenditures under any such Contract exceed $[***] per annum (together with all amendments, modifications and supplements thereto, each, a "PRIVATECO Aircraft Purchase Contract"), including the manufacturer and model of all aircraft, engines or simulators subject to each Contract, the nature of the purchase or lease obligation (i.e., firm commitment, subject to reconfirmation or otherwise) and the anticipated year of delivery of the aircraft, engines or simulators subject to such Contract.

(f) Section 1.24(f) of PRIVATECO Disclosure Schedule sets forth, as of the date of this Agreement, a true and complete list of a Contracts pursuant to which any member of the PRIVATECO Group has financed or obtained financing, or has commitments to finance or obtain financin for, PRIVATECO Aircraft (including leases, subleases, assignments, finance leases, mortgages and deferred or conditional sales, purchase or optio agreements) (together with all amendments, modifications and supplements thereto, each, a "PRIVATECO Aircraft Finance Contract") involving amounts in excess of $[***].

(g) As of the date of this Agreement, PRIVATECO has made available to PUBCO copies of all PRIVATECO Aircraft Purcha Contracts and PRIVATECO Aircraft Finance Contracts (except as otherwise indicated in PRIVATECO Disclosure Schedule).

Section 1.25 PRIVATECO Slots and Operating Authorizations.

(a) Section 1.25(a) of PRIVATECO Disclosure Schedule sets forth a true and complete list as of the date of this Agreement of a takeoff and landing slots, slot exemptions, and operating authorizations from the SICT, AFAC, FAA or any other Governmental Entity and other simila designated takeoff and landing rights used or held by any member of the PRIVATECO Group (the "PRIVATECO Slots" and each, a "PRIVATECO Slot") at any domestic or international airport and such list indicates (i) any PRIVATECO Slots that have been permanently allocated to the PRIVATECO Group fro another air carrier and (ii) any Contracts concerning specific PRIVATECO Slots.

(b) Since January 1, 2023, the PRIVATECO Group has complied in all material respects and is in compliance in all materi respects with all regulations issued under the Mexican Civil Aviation Law and its regulations, Mexican Airports Law and its regulations, mandatory regulations the Federal Aviation Act and any other Laws (including any waivers or exemptions therefrom) promulgated in Mexico and the United States or in any country in which the PRIVATECO Group operates by either a civil aviation authority, airport authority or slot coordinator with respect to PRIVATECO Slot PRIVATECO has not (a) received any written notice of any proposed withdrawal of any PRIVATECO Slot by the FAA, SICT, AFAC, any Mexic domestic or international airport, any other Governmental Entity or any slot coordinator, or (b) agreed to any future slide, trade, purchase, sale, exchange, lease, or transfer of any of PRIVATECO Slots (except, in each case, for seasonal swaps and temporary returns to the FAA, SICT, AFAC or at any Mexica domestic or international airport). The PRIVATECO Slots have not been designated for the provision of essential air service under the regulations of the FAA were not acquired pursuant to 14 C.F.R. Section 93.219, and have not been designated for international operations, as more fully detailed in 14 C.F.R Section 93.217. To the extent covered by 14 C.F.R. Section 93.227 or any Order, notice, or requirement of the FAA, any other Governmental Entity or an slot coordinator, the PRIVATECO Group has used the PRIVATECO Slots (or the PRIVATECO Slots have been used by other operators) either at le 80% of the maximum amount that each PRIVATECO Slot could have been used during each full reporting period (as described in 14 C.F.R. Sectio 93.227(i) or any such Order, notice, or requirement) or such greater or lesser amount of minimum usage as may have been required to protect such PRIVATECO Slots from termination or withdrawal under regulations or waivers established by the SICT, AFAC or at any Mexican domestic or internation airport, FAA, any other Governmental Entity, or any slot coordinator. All material reports required by the SICT, AFAC or at any Mexican domestic o international airport, FAA, any other Governmental Entity or any slot coordinator relating to the PRIVATECO Slots have been filed in a timely manner.

Section 1.26 PRIVATECO Airports No airport authority at any domestic or international airport at which the PRIVATECO Group operates a least one departure per week (each such airport, a "PRIVATECO Airport") has taken any action, nor, to the knowledge of PRIVATECO, is any such action threatened, that would reasonably be expected to materially interfere with the ability of any member of the PRIVATECO Group to conduct its respective operations at any PRIVATECO Airport in substantially the manner as currently conducted.

Section 1.27 Air Carrier. PRIVATECO is fully authorized and qualified to operate as an "air carrier" within the meaning of (49 U.S.C. §§ 40102(a (2), 40109, and 41101-41112) operating under certificates and exemptions issued pursuant to such act and in accordance with the Mexican Civil Aviation Law and its regulations.

Section 1.28 Required Vote. The PRIVATECO Shareholder Consent is the only vote or consent required of the holders of any class of capital stock of PRIVATECO to consummate the Transactions.

Section 1.29 Brokers. Except for PRIVATECO's obligations to UBS Securities LLC and Alfaro, Dávila & Scherer, S.C., no member of the PRIVATECO Group nor any shareholder, director, officer, employee or affiliate of any member of the PRIVATECO Group, has incurred or will incur on behalf of the PRIVATECO Group, any brokerage, finders', financial advisory or similar fee in connection with the transactions contemplated by this Agreement, including the Merger. On or prior to the date of this Agreement, PRIVATECO has made available to PUBCO a copy of the engagement letters or other agreements, in each case, as amended or modified, between (a) PRIVATECO and UBS Securities LLC and (b) PRIVATECO and Alfaro, Dávila Scherer, S.C., respectively.

Section 1.30 Information Supplied. The information supplied by the PRIVATECO Group in writing for inclusion in the Information Statement, MX Registration Application, BMV Listing Application or PUBCO Meeting Materials will not, (a) in the case of the MX Registration Application, at such time filed or on such date as the MX Registration Approval is issued, or (b) in the case of any PUBCO Meeting Materials, as of the date first published or mailed to shareholders of PUBCO or at the time of the PUBCO Shareholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing sentence, no member of the PRIVATECO Group makes any representation or warranty with respect to statements made in any of the foregoing documents based on information supplied by PUBCO for inclusion therein.

Section 1.31 Ownership of PUBCO Equity Interests No member of the PRIVATECO Group, nor to PRIVATECO's knowledge any Related Person, owns or has during the past three years owned (beneficially or otherwise) any PUBCO Share, PUBCO ADS, PUBCO CPO or other Equity Interest in PUBCO or any options, warrants or other rights to acquire PUBCO Shares or other Equity Interests in PUBCO (or any other economic interest through derivative securities or otherwise in PUBCO).

Section 1.32 Economic Sanctions and Trade Controls No member of the PRIVATECO Group nor, to PRIVATECO's knowledge, any of their respective directors, officers, or employees, or any other Persons acting for or on behalf of any of the foregoing is a Sanctioned Person. Since April 24, 2019, the PRIVATECO Group (a) has been in material compliance with applicable Sanctions and Trade Controls; and has not engaged in a transaction or dealing directly or, with knowledge indirectly, with or involving a Sanctioned Country or Sanctioned Person, in violation of applicable Sanctions. There is no current investigation, allegation, request for information, or other inquiry by any Governmental Entity regarding the actual or possible violation of Sanctions or Trade Controls by any PRIVATECO Group member and since April 24, 2019, no member of the PRIVATECO Group has received any written notice that there any investigation, allegation, request for information, or other inquiry by any Governmental Entity regarding an actual or possible violation of Sanctions or Trade Controls. The PRIVATECO Group has implemented and maintains in place policies and procedures reasonably designed to promote compliance with Sanctions and Trade Controls.

Section 1.33 CFIUS. No member of the PRIVATECO Group (i) produces, designs, tests, manufactures, fabricates, or develops any "critical technologies," as that term is defined in 31 C.F.R. § 800.215; (ii) performs any of the functions as set forth in column 2 of Appendix A to 31 C.F.R. Part 800 with respect to "covered investment critical infrastructure," as defined in 31 C.F.R. § 800.212; or (iii) maintains or collects, directly or indirectly, "sensitive personal data," as defined in 31 C.F.R. § 800.241, of U.S. citizens; and, therefore, in turn, no member of the PRIVATECO Group is a "TID U.S. business" within the meaning of that term in 31 C.F.R. § 800.248.

Section 1.34 Outbound Investment Security Program. No member of the PRIVATECO Group is a "covered foreign person," as that term is defined in 31 C.F.R. § 850.209. The transactions contemplated by this Agreement will not result in the establishment of a "covered foreign person" or the engagement by a "person of a country of concern," in a "covered activity," and no member of the PRIVATECO Group currently engages, or has plans to engage, directly or indirectly, in a "covered activity," as each such term is defined in 31 C.F.R. Part 850.

Section 1.35 Securities Law Matters.

(a) No Registration; Private Offering Assuming the accuracy of the Investor Questionnaires delivered by the Pre-Closing PRIVATECO Holders and the truth and completeness of the representations made therein, the issuance of the Combined Company Securities as Merger Consideration to the Pre-Closing PRIVATECO Holders pursuant to this Agreement will be effected in transactions exempt from the registration requirements of the Securities Act and applicable state securities or "blue sky" laws. Without limiting the foregoing, (i) offers and sales to Pre-Closing PRIVATECO Holders that are not U.S. persons (as defined in Rule 902 under the Securities Act) will be made in "offshore transactions" in compliance with Regulation S under the Securities Act, and (ii) offers and sales to any Pre-Closing PRIVATECO Holders that are U.S. persons will be effected in private placement transactions exempt from registration pursuant to Section 4(a)(2) of the Securities Act. PRIVATECO makes no representation in this Section 1.35(a) of this

Annex II with respect to any facts exclusively within PUBCO's or the Combined Company's control.

(b) No General Solicitation; No Directed Selling Efforts. Neither PRIVATECO nor any member of the PRIVATECO Grou nor any of their respective directors, officers, employees or, to PRIVATECO's knowledge, other Representatives, has engaged in any "general solicitation" o "general advertising" within the meaning of Rule 502(c) under the Securities Act with respect to the Transactions, including the offer or sale of any Combine Company Securities in the United States. With respect to offers and sales to be made in reliance on Regulation S, neither PRIVATECO nor any person acti on its behalf has engaged in any "directed selling efforts" (as defined in Rule 902 under the Securities Act) in the United States.

(c) Offshore Transactions for Non-U.S. Holders. With respect to Pre-Closing PRIVATECO Holders that are not U.S. perso (as defined in Rule 902 under the Securities Act), each such Pre-Closing PRIVATECO Holder acquired and will receive its Combined Company Securities an "offshore transaction" (as defined in Rule 902 under the Securities Act) and at the time of the offer and sale to such Pre-Closing PRIVATECO Holder, PRIVATECO and any person acting on its behalf reasonably believed such Pre-Closing PRIVATECO Holder was physically located outside the Unit States, and (ii) no offer to such Pre-Closing PRIVATECO Holder was made to a person in the United States.

(d) U.S. Holders; Investment Representations. With respect to any Pre-Closing PRIVATECO Holder that is a U.S. perso PRIVATECO has used commercially reasonable efforts to obtain from such Pre-Closing PRIVATECO Holder an Investor Questionnaire in a fo acceptable to PUBCO that includes customary representations reasonably requested by PUBCO to support an exemption under Section 4(a)(2) of t Securities Act, including, where applicable, such Pre-Closing PRIVATECO Holder's status as an "accredited investor" (within the meaning of Rule 501(a) Regulation D under the Securities Act) and investment intent. PRIVATECO has not knowingly waived any material deficiency in any such Invest Questionnaire.

(e) No Integration. Neither PRIVATECO nor, to PRIVATECO's knowledge, any person acting on its behalf has taken a action that would require the registration of the offer or sale of the Combined Company Securities to the Pre-Closing PRIVATECO Holders under t Securities Act by reason of the integration of such offer or sale with any other offering or sale of securities, whether by PRIVATECO or any other person.

(f) Compliance with Exchange Mechanics; Holder Information. PRIVATECO has provided PUBCO and the Combin Company with true, complete and correct Consideration Information for all Pre-Closing PRIVATECO Holders in accordance with Section 1.9 of Annex I, including each Pre-Closing PRIVATECO Holder's jurisdiction of formation or nationality and contact details, and has delivered (or caused to be delivered) t each such Pre-Closing PRIVATECO Holder the applicable Letter of Transmittal, Surrender Instructions and the applicable form of Investor Questionnai PRIVATECO has collected and made available to the Exchange Agent the duly executed Investor Questionnaires and other exchange documentation receive from Pre-Closing PRIVATECO Holders to the extent required by Annex I of this Agreement.

(g) Legends; Transfer Restrictions. PRIVATECO acknowledges that the Combined Company Securities issued in reliance o Regulation S or Section 4(a)(2) will be "restricted securities" under Rule 144 and may bear appropriate restrictive legends and be subject to customar transfer restrictions as required by the Securities Act, Regulation S and applicable state securities or "blue sky" laws. PRIVATECO has not taken any actio and to PRIVATECO's knowledge no action has been taken by any Pre-Closing PRIVATECO Holder, that is inconsistent with the application of such legen and restrictions.

(h) No Broker; No Compensation for Distribution. No member of the PRIVATECO Group nor any of their respective director officers, employees or, to PRIVATECO's knowledge, other Representatives has engaged any broker, finder or placement agent, or incurred any liability fo any brokerage, finder's or similar fee or commission, in connection with the issuance of the Combined Company Securities to the Pre-Closing PRIVATEC Holders, other than as disclosed pursuant to Section 1.29 of this Annex II.

(i) Foreign and State Securities Law Compliance. PRIVATECO has not taken any action, and to PRIVATECO's knowledge n action has been taken by any of its Representatives, that would cause the offer and sale of Combined Company Securities to the Pre-Closing PRIVATEC Holders to violate applicable foreign or state securities or "blue sky" laws, to the extent such compliance is within PRIVATECO's control.

Section 1.36 No Other Representations or Warranties. Except for the representations and warranties contained in Annex III (*Representations and Warranties of PUBCO*), PRIVATECO acknowledges that neither PUBCO nor any Representative of PUBCO makes, and PRIVATECO acknowled that it has not relied upon or otherwise been induced by, any other express or implied representation or warranty by or on behalf of PUBCO or with respect t any other information provided or made available to PRIVATECO by or on behalf of PUBCO in connection with the transactions contemplated by th Agreement, including any information, documents, projections, forecasts or other material made available to PRIVATECO or its Representatives in dat rooms, management presentations or similar information deliverables in expectation of the transactions contemplated by this Agreement.

ANNEX III

REPRESENTATIONS AND WARRANTIES OF PUBCO

Except as set forth in (i) the PUBCO Public Disclosures that are publicly available on EDGAR, the STIV or EMISNET, in each case no later t

three Business Days prior to the date of this Agreement (but (A) without giving effect to any amendment thereof filed with the SEC, the STIV or EMISNET or after the date of this Agreement and (B) excluding any disclosure contained in such PUBCO Public Disclosures under the headings "Risk Factors" an "Cautionary Note Regarding Forward-Looking Statements" or similar headings, or sections of such reports and other disclosures that are similarly predictive cautionary or forward-looking in nature; *provided*, *however*, that for purposes of this clause (i), nothing disclosed in such PUBCO Public Disclosures shall b deemed to be a qualification of, or modification to, the representations and warranties set forth in Section 1.1, Section 1.2, Section 1.3, Section 1.4, Section 1.5, Section 1.9, Section 1.10, Section 1.19, Section 1.30 and Section 1.31 of this Annex III (*Representations and Warranties of PUBCO*) or (ii) the PUBCO Disclosure Schedule (with each exception set forth in the PUBCO Disclosure Schedule being identified by reference to, or grouped under a headi referring to, a specific individual section or subsection of this Annex III (*Representations and Warranties of PUBCO*) and relating only to such section or subsection; *provided*, *however*, that a matter disclosed with respect to one representation and warranty shall also be deemed to be disclosed with respect to each other representation and warranty to which the matter disclosed reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in the PUBCO Disclosure Schedule), PUBCO hereby represents and warrants to PRIVATECO as follows:

Section 1.1 Organization and Qualification; Subsidiaries.

(a) PUBCO is a*sociedad anónima bursátil de capital variable* duly incorporated and validly existing under the LGSM anc Mexico Law and is duly registered in the RPC.

(b) PUBCO has all requisite corporate power and corporate authority to own, lease and operate its properties and assets and tc carry the Business as it is now being conducted. PUBCO is duly qualified to do business in each jurisdiction where the ownership, leasing or operation of it properties or assets or the conduct of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

(c) PUBCO has made available to PRIVATECO accurate and complete copies of the PUBCO Organizational Documents as effect on the date of this Agreement. PUBCO is not in violation of the PUBCO Organizational Documents.

(d) Section 1.1(d) of the PUBCO Disclosure Schedule sets forth each Subsidiary of PUBCO. Each such Subsidiary is corporation, duly organized and validly existing under the Laws of its jurisdiction of organization or incorporation. Each such Subsidiary has all requisite corporate power and corporate authority, to own, lease and operate their respective properties and assets and to carry on their respective businesses as they are now being conducted.

Each such Subsidiary is duly qualified to do business in each jurisdiction where the ownership, leasing or operation of its properties or assets or the conduct o its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

Section 1.2 Capitalization.

(a) As of the date hereof, and as of immediately prior to the Effective Time, the total number of the PUBCO's authorized share was 1,165,976,677, represented by common registered shares, issued and with no par value, fully subscribed and paid, comprised of 24,180 fixed class I, series A shares and of 1,165,952,497 variable class II, series A shares. PUBCO has obtained authorization from the Mexican Ministry of Econom (*Secretaría de Economía*) to issue up to 90% of its outstanding shares representing capital stock in the form of CPOs under the CPO Trust Agreement. All of the outstanding PUBCO Shares have been duly authorized and validly issued (and were, at the time of issuance, duly authorized in the class and series), anc are fully paid, non-assessable and free of preemptive rights and restrictions under applicable Laws (including any restriction on the right to vote, sell or otherwise dispose of such shares of capital stock or other equity or voting interests). Section 1.2 of the PUBCO Disclosure Schedule sets forth true, complet and correct lists of the names of each Key PUBCO Holder and any record and beneficial owner of PUBCO Shares owning more than 5% of all issued a outstanding PUBCO Shares, together with the type (including class and series) and number of PUBCO Shares held by each such holder, as of April 29, 2025.

(b) Neither PUBCO nor any member of the PUBCO Group has any PUBCO Shares reserved for or otherwise subject issuance. Section 1.2(b) of the PUBCO Disclosure Schedule sets forth an accurate and complete list as of the date of this Agreement of (w) the aggregat number of shares of PUBCO Shares subject to outstanding PUBCO Options, and (x) the aggregate number of PUBCO Shares subject to outstand PUBCO RSUs, in each case, along with, on a per grant basis, the applicable number and type of PUBCO Shares and the PUBCO Share Plans pursuan which such PUBCO Options and PUBCO RSUs were granted (if applicable).

(c) Except as described in Section 1.2(a) and Section 1.2(b) of this Annex III (including Section 1.2(b) of the PUBCO Disclosur Schedule), there are no options, warrants, calls, conversion rights, stock appreciation rights, "phantom" stock rights, performance units, interests in or rights to the ownership or earnings of PUBCO or any other equity equivalent or equity-based award or right, redemption rights, repurchase rights or other preemptive or outstanding rights, agreements, arrangements or commitments of any character (including convertible debt instruments) obligating PUBCO to issue, acquire or sell any shares of PUBCO Shares or other Equity Interests of PUBCO or any securities or obligations convertible or exchangeable into or exercisable fc or giving any Person a right to subscribe for or acquire, any securities of PUBCO, and no securities or obligations evidencing such rights are authorized, issue or outstanding.

(d) Except as provided in the PUBCO Organizational Documents and the CPO Trust Agreement, there are no outstandi contractual obligations of PUBCO (i) affecting the voting rights of, (ii) requiring the repurchase, conversion, redemption or disposition of, or

containing any right of first refusal with respect to, (iii) requiring the registration for sale of, (iv) granting any preemptive or antidilutive rights with respect to,

(v) restricting the transfer of, any PUBCO Shares, or (vi) granting any governance rights in connection with the issuance of or any investment in relation to, an PUBCO Shares or other Equity Interests in PUBCO.

(e) PUBCO or another member of the PUBCO Group owns, directly or indirectly, all of the issued and outstanding shares capital stock or other Equity Interests of each of the Subsidiaries of PUBCO, free and clear of any Liens (other than Permitted Liens), and all of such shares capital stock or other Equity Interests have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights, in each case, in all material respects. Except for the Subsidiaries of PUBCO set forth in Section 1.3(e) of the PUBCO Disclosure Schedule, no member of th PUBCO Group owns any Equity Security in any other Person.

(f) All PUBCO Shares to be issued as part of the Merger Consideration, when issued and delivered in accordance with the term of this Agreement, will have been duly authorized, validly issued, fully paid and non-assessable and free of preemptive rights.

Section 1.3 Authority.

(a) PUBCO has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligation hereunder and to consummate the transactions contemplated hereby, including the Merger, subject to obtaining the PUBCO Requisite Vote. The execution delivery and performance of this Agreement by PUBCO and the consummation by PUBCO of the transactions contemplated hereby, including the Merge have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of PUBCO and no shareholder votes or writte consents in lieu thereof on the part of PUBCO are necessary to authorize this Agreement or to consummate the transactions contemplated hereby, other tha the PUBCO Requisite Vote, and the registration of the Merger Agreement and the PUBCO Shareholders' Meeting. This Agreement has been duly and valid executed and delivered by PUBCO, and assuming due authorization, execution and delivery by PRIVATECO, constitutes the valid and binding obligation PUBCO, enforceable against PUBCO in accordance with its terms, subject to the Enforceability Exceptions.

(b) At a meeting duly called and held prior to the execution and delivery of this Agreement, the PUBCO Board adopte resolutions by which the PUBCO Board unanimously (i) determined that the Merger and the other transactions contemplated by this Agreement are fair to an in the best interests of PUBCO and its shareholders, (ii) approved and declared advisable this Agreement, the Merger and the other transactions contemplate hereby, in accordance with the requirements of the LGSM and Mexico Law, and (iii) subject to the terms and conditions of this Agreement, recommended that the shareholders of PUBCO vote their Shares in approval of the Securities Consideration Issuance, and, as of the date hereof, none of the aforesai resolutions has been amended, rescinded or modified.

Section 1.4 No Conflict. None of the execution, delivery or performance of this Agreement by PUBCO, the consummation by PUBCO of the Merg or any other transaction contemplated by this Agreement, or compliance by PUBCO with any of the provisions of this Agreement will (with or without notice o lapse of time, or both): (a) subject to the PUBCO Requisite Vote, conflict with or violate any provision of PUBCO's Organizational Documents; (b) assuming th all consents, approvals, authorizations, confirmations, clearances, and permits described in Section 1.5 have been obtained and all applications, filings, notifications, reports, registrations, and submissions described in Section 1.5 have been made and any waiting periods thereunder have terminated or expired, conflict with or violate any Law applicable to PUBCO or any Subsidiary of PUBCO or any of their respective properties or assets; or (c) require any conse or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, or constitute a default under, or result in termination or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien upon any of the respective properties or assets of any member of the PUBCO Group pursuant to, any PUBCO Material Contract, except, with respect to clauses (b) and (c), for any such conflicts, violations, consents, breaches, losses, defaults, other occurrences or Liens which would not reasonably be expected to (x) be material to the PUBCO Group or (y prevent or materially delay the ability of PUBCO to consummate the transactions contemplated by this Agreement.

Section 1.5 Required Filings and Consents. None of the execution, delivery or performance of this Agreement by PUBCO, the consummation by PUBCO of the Merger or any other transaction contemplated by this Agreement, or compliance by PUBCO with any of the provisions of this Agreement w require (with or without notice or lapse of time, or both) any consent, approval, authorization, confirmation, clearance or permit of, or filing or registration with or notification to, any Governmental Entity, other than (a) the notarization and registration of the Merger Agreement, the PUBCO Shareholders' Meeting, an the PRIVATECO Shareholder Consent with the RPC as required by the LGSM and Mexico Law, (b) compliance with any applicable requirements of t HSR Act, (c) compliance with the applicable requirements of the Exchange Act, (d) any application, filing, notice, report, registration, approval, permit authorization, confirmation, clearance, consent or submission required to be made or obtained under Title 49 of the United States Code or under any regulation, rule, order, notice or policy of the FAA, the DOT, the FCC and the DHS, including the TSA, authorization from the SICT and AFAC prior to t execution of the Merger Agreement in accordance with the Mexican Law and filing the Merger Agreement within 30 Business Days of its execution with th AFAC in accordance with Mexican Law, (e) compliance with the applicable requirements of the Securities Act, (f) compliance with any applicable foreign o state securities or Blue Sky Laws, (g) filings with the SEC as may be required by PUBCO in connection with this Agreement and the transactio contemplated hereby, (h) such filings as may be required under the rules and regulations of the NYSE, (i) such filings as may be required under the rules and regulations of the BMV, LMV and LIE, (j) the Consents (including the Competition Approvals), and (k) where the failure to obtain such consents, approvals authorizations or permits of, or to make such filings, registrations with or notifications to any Governmental Entity would not reasonably be expected to have a Material Adverse Effect.

Section 1.6 Permits; Compliance With Law.

(a) Each member of the PUBCO Group holds all Permits of any Governmental Entity, including SICT, AFAC, SENEAM, IN DOT and FAA, applicable to such member of the PUBCO Group and necessary for it to own, lease and operate its assets and properties and to operate i Business as currently conducted (the "PUBCO Permits"), except where the failure to hold any PUBCO Permits would not be material to the PUBCO Grou taken as a whole. Each member of the PUBCO Group is, and since January 1, 2023 has been, operating in compliance with the terms of such PUBC Permits, except where the failure to be in compliance with such PUBCO Permits would not reasonably be expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, (i) PUBCO is not in conflict with, defau under or violation of, and is not being investigated for, or charged by any Regulatory Authority or Governmental Entity with a violation of, any Law, operating certificates, certificates of public convenience, and necessity, air carrier obligations, airworthiness directives, Aviation Regulations, and any other rules, regulations, directives, orders and mandatory policies of such Regulatory Authority, the FAA, the DOT, the DHS, the FCC, the TSA, SICT, AFA SENEAM, INM and any other Governmental Entity applicable to PUBCO or by which any property or asset of PUBCO is or was bound, (ii) there is pending, or to the knowledge of PUBCO, threatened investigation or review by any Regulatory Authority or Governmental Entity with respect to PUBCO th challenges or questions the validity of any rights of the holder under the PUBCO Permits or that alleges the existence of any violation of any PUBCO Perm (iii) since January 1, 2023, PUBCO has timely filed all material submissions, reports, registrations, schedules, forms, notices, statements and other documents together with any amendments required to be made with respect thereto, that they were required to file with the FAA, the DOT, the FCC, the DHS, the TS SICT, AFAC, SENEAM, INM and in each case have paid all fees and assessments due and payable in connection therewith and (iv) neither the DOT nor t FAA nor any other Regulatory Authority or Governmental Entity has taken any action or, to the knowledge of PUBCO, threatened to take any action t amend, modify, suspend, revoke, terminate, cancel, withdraw, or otherwise materially affect any PUBCO Permit. PUBCO has not received any written notic or communication of any material noncompliance with any such Laws that has not been cured as of the date hereof.

(c) Since January 1, 2021, no member of the PUBCO Group nor any of its directors, officers, or employees, or any Key PUBCO Holder, nor to the knowledge of PUBCO, any partners, agents or Affiliates, has (i) violated any Anti-Corruption Laws or (ii) has, directly or indirectly offered, promised to pay, authorized, paid or accepted any remuneration or other thing of value to any Person such that all or a portion of such remuneration or thing of value would be offered, given, or promised, directly or indirectly, to any Person (a) to obtain favorable treatment in securing business, (b) to pay for favorable treatment for business secured, (c) to obtain special concessions or pay for special concessions already obtained (d) in connection with any regulatory review of the Business or (e) to obtain any other improper advantage or (iii) is aware of any action taken that has had the result or would result in a violation by any such Person of the Anti-Corruption Laws or any other applicable Laws relating to bribery, corruption or money laundering. The PUBC Group, and to PUBCO's knowledge, its agents, have instituted, maintained and complied in all material respects with policies, procedures and control reasonably designed to assure compliance with the Anti-Corruption Laws.

Section 1.7 SEC Filings; Financial Statements.

(a) Since January 1, 2023, PUBCO has timely filed or otherwise furnished (as applicable) all PUBCO Public Disclosures. As their respective effective dates (in the case of the PUBCO Public Disclosures that are registration statements filed pursuant to the requirements of the Securitie Act or the LMV, as applicable) and as of their respective SEC, CNBV or BMV filing dates (in the case of all other PUBCO Public Disclosures), or in ea case, if amended prior to the date hereof, as of the date of the last such amendment, the PUBCO Public Disclosures (i) did not contain any untrue statement o a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading and (ii) complied in all material respects with the applicable requirements of the Exchange Act, the Securities Act and the LMV, as the case may be, the Sarbanes-Oxley Act and the applicable rules and regulations of the SEC, the CNBV or the BM promulgated thereunder. The audited consolidated statements of financial position of PUBCO and its Subsidiaries included in or incorporated by reference int the PUBCO Public Disclosures, including the related consolidate statements of operations, comprehensive income, changes in equity and cash flows, and th related notes (collectively, the "PUBCO Financial Statements", and the most recent consolidated statement of financial position of PUBCO included in the PUBCO Financial Statements, the "Current PUBCO Balance Sheet"), (A) were prepared from and in accordance with the books and records of PUBCO a of the times and for the periods referred to therein in all material respects, (B) have been prepared in all material respects in accordance with IFRS applied o a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal and recurring year-end adjustments that are not reasonably expected to be material), and (C) fairly present the financial condition of the Company as of December 31, 2024 and December 31, 2023, and the result of operations and its cash flows, as of the dates and for the periods referred to therein (except as may be indicated in the notes thereto or, in the case of interim financial statements, for normal and recurring year-end adjustments that are not reasonably expected to be material).

(b) No member of the PUBCO Group is a party to, or has any commitment to become a party to, any joint venture or non consolidated venture, off-balance sheet partnership or similar Contract (including any Contract or arrangement relating to any transaction or relationship between or among PUBCO, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity o Person, on the other hand), or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K promulgated by the SEC), where the resul purpose or intended effect of such Contract is to avoid disclosure of any material transaction involving, or material liabilities of, any member of the PUBC Group in PUBCO's published financial statements or other PUBCO Public Disclosures.

(c) Without limiting the generality of Section 1.7(a) of this Annex III, (i) KPMG Cárdenas Dosal, S.C. has not resigned or bee dismissed as independent public accountants of PUBCO as a result of or in connection with any disagreement with PUBCO on a matter of accountin principles or practices, financial statement disclosure or auditing scope or procedure, (ii) since January 1, 2023, neither the PUBCO Group nor, to th knowledge of PUBCO, any PUBCO Representative has formally received any material written complaint, allegation, assertion or claim regarding th accounting or auditing practices, procedures, methodologies or methods of the PUBCO Group or their respective internal accounting controls, including an material complaint, allegation, assertion or claim that the PUBCO Group has engaged in questionable accounting or auditing practices, (iii) no executive office of PUBCO has failed in any respect to make, without qualification, the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxle Act with respect to any form, report or schedule filed by PUBCO with the SEC since the enactment of the Sarbanes-Oxley Act and (iv) no enforcement action has been initiated or, to the knowledge of PUBCO, threatened against PUBCO by the SEC or LMV relating to disclosures contained in any PUBCO Pu Disclosures. Other than the Subsidiaries of PUBCO, no Person is consolidated under the PUBCO Financial Statements.

(d) All accounts, notes receivable and other receivables (other than receivables collected since the PUBCO Balance Sheet Date reflected on the Current PUBCO Balance Sheet are, and all accounts and notes receivable arising from or otherwise relating to the Business of PUBCO as the Closing Date will be, valid, genuine and fully collectible in the aggregate amount thereof, subject to normal and customary trade discounts, less any reserves for doubtful accounts recorded on the Current PUBCO Balance Sheet.

(e) There are no unresolved comments (as such term is used under Item 4A of Form 20-F) received from the SEC staff relating t the PUBCO Public Disclosures, and to the knowledge of PUBCO, none of the PUBCO Public Disclosures is subject to ongoing SEC review or investigat and no such review or investigation has been threatened.

(f) PUBCO has no Liability, Indebtedness, expense, claim, deficiency, guaranty or endorsement of any type, whether accrued absolute, contingent, matured, unmatured or other, required under IFRS to be reflected in the Current PUBCO Balance Sheet except for those which (i) hav been reflected or reserved against in the Current PUBCO Balance Sheet (or notes thereto), (ii) have arisen in the Ordinary Course since the PUBCO Balan Sheet Date, (iii) incurred in connection with the negotiation, execution, delivery or performance of, or pursuant to the terms of, this Agreement or the other documents related to the Transaction (for clarity, any liability caused by or resulting from a breach by PUBCO of this Agreement shall not be deemed a liability "incurred in connection with the negotiation, execution, delivery or performance of, or pursuant to the terms of, this Agreement or the other documents related to the Transaction") or (iv) would not have or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 1.8 Internal Controls. PUBCO maintains a system of internal controls over financial reporting designed to provide reasonable assurance regarding the reliability of financial reporting, including policies and procedures that mandate the maintenance of records that in reasonable detail accurately and fairly reflect the material transaction and disposition of the assets of PUBCO and the PUBCO Group, and the preparation of financial statements for extern purposes, including to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS; (iii) access to assets that could have a materia effect on PUBCO's financial statements is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. PUBCO has in place "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) that are designed to ensure that materia information that is required to be disclosed by PUBCO in the reports that it files or submits under the Exchange Act is recorded, processed, summarized an reported within the time periods specified in the SEC's rules and forms and is accumulated and made known to its principal executive officer and principa financial officer as appropriate to allow timely decisions regarding required disclosure.

Section 1.9 Anti-Takeover Law. Subject to receipt of the TO Exemption, no "fair price," "moratorium," "control share acquisition" or other anti-takeover Law will apply with respect to or as a result of the execution of this Agreement or the consummation of the Merger or the other transactions contemplated hereby.

Section 1.10 No Undisclosed Liabilities. Except for those liabilities and obligations (a) as reflected in, reserved against or disclosed in the PUBCO Financial Statements prior to the date of this Agreement or (b) incurred in the Ordinary Course since the date of the most recent consolidated balance sheet o PUBCO included in the PUBCO Financial Statements, the PUBCO Group has no liabilities or obligations of any nature (whether absolute or contingent asserted or unasserted, known or unknown, primary or secondary, direct or indirect, and whether or not accrued) of a type required to be reflected on a consolidated balance sheet of PUBCO and its consolidated Subsidiaries (or in the notes thereto) prepared in accordance with IFRS, other than those th would not reasonably be expected to have a Material Adverse Effect.

Section 1.11 Absence of Certain Changes or Events.

(a) Since September 30, 2025 until the date of this Agreement, the PUBCO Group has conducted its businesses in all materia respects in the Ordinary Course.

(b) Since September 30, 2025 there has not occurred, arisen or come into existence any fact, change, event, development or circumstance, or any worsening thereof, which would have a Material Adverse Effect.

(c) Except for the transactions contemplated by this Agreement, since September 30, 2025 until the date of this Agreement, no member of the PUBCO Group has taken any action that, if taken after the date hereof, would constitute a breach of, or otherwise require the consent o PRIVATECO under, any of clauses (ii), (iv)-(vii), (ix)-(xii), (xv), (xvii), (xviii), (xxv) of Section 6.2(b) of the Agreement with respect to any of the foregoing.

Section 1.12 PUBCO Benefit Plans.

(a) Section 1.12(a) of the PUBCO Disclosure Schedule sets forth a complete and accurate list of each PUBCO Benefit Plan as the date of this Agreement and specifies, with respect to each such PUBCO Benefit Plan, the applicable jurisdiction covered by such PUBCO Benefit Pla With respect to each PUBCO Benefit Plan, PUBCO has made available to PRIVATECO complete and accurate copies of (i) each such PUBCO Ben Plan, including any material amendments thereto, and descriptions of all material terms of any such plan that is not in writing, (ii) each trust, insurance, annuity or other funding Contract related thereto, (iii) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto (if applicable), and (iv) all other material filings and material correspondence with any Governmental Entity (including any correspondence regarding actual or, to the knowledge of the PUBCO, threatened audits or investigations) (if applicable) with respect to each PUBCO Benefit Plan, in each case, made within thre years prior to the date of this Agreement.

(b) Except as would not reasonably be expected to result in material liability to the PUBCO Group, each PUBCO Benefit Pl (and any related trust or other funding vehicle) has been established, maintained, funded, and administered in accordance with its terms and is in compliance with the LFT, the Mexico Tax Code and all other applicable Laws. Except as would not reasonably be expected to result in material liability to the PUBC Group, all contributions, including all employer and employee contributions, required to be made to each PUBCO Benefit Plan by applicable Law or by th terms of the PUBCO Benefit Plan or any plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policie funding each PUBCO Benefit Plan, for any period through the date hereof, have been timely made or paid in full or, solely to the extent not required b applicable Laws or by the terms of the PUBCO Benefit Plan to be made or paid on or before the date hereof, have been fully reflected on the books an records of PUBCO.

(c) There are no pending or threatened claims (other than claims for benefits in the Ordinary Course), lawsuits or arbitrations which have been asserted or instituted, and, to the knowledge of PUBCO, no set of circumstances exists which may reasonably give rise to a claim or lawsuit against the PUBCO Benefit Plan, any fiduciaries thereof with respect to their duties to the PUBCO Benefit Plan or the assets of any of the trusts under any the PUBCO Benefit Plan that would reasonably be expected to result in any liability of the PUBCO or any of its Subsidiaries in an amount that would b material to PUBCO and its Subsidiaries, taken as a whole.

(d) There are no, and the PUBCO Group does not have any material liability in respect of, any other Benefit Plans.

(e) Except as would not reasonably be expected to result in material liability to the PUBCO Group, (i) each PUBCO Benefit Pl that is intended to be qualified or exempt under the Mexico Tax Code or other applicable Law is so qualified or exempt and, to the knowledge of PUBCO, n event or circumstance exists that has materially and adversely affected or would reasonably be expected to materially and adversely affect such qualification or exemption and (ii) no member of the PUBCO Group nor any PUBCO Benefit Plan or, to the knowledge of PUBCO, any trustee, administrator or other thi party fiduciary or party-in-interest, with respect to any PUBCO Benefit Plan, has engaged in any breach of fiduciary responsibility or prohibited transactio (within the meaning of Section 406 of ERISA or Section 4975 of the U.S. Tax Code) which could result in the imposition of a material penalty assesse pursuant to applicable law or a material Tax imposed by an applicable Tax authority on a member of the PUBCO Group.

(f) No PUBCO Benefit Plan is, and no member of the PUBCO Group nor any ERISA Affiliate thereof sponsors, maintai contributes to, or has within the six years ending on the date hereof sponsored, maintained, contributed to, or has any actual or contingent liability with respect to any (i) single employer plan or other pension plan that is subject to Section 302 or Title IV of ERISA or Section 412, 430 or 4971 of the U.S. Tax Code (ii) "multiple employer plan" within the meaning of Section 413(c) of the U.S. Tax Code or Section 210 of ERISA, (iii) "multiemployer plan" (within th meaning of Section 3(37) of ERISA) or (iv) multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA).

(g) None of the execution, delivery or performance of this Agreement by PUBCO, the consummation by PUBCO of an transaction contemplated by this Agreement, nor PUBCO's compliance with any of the provisions of this Agreement (in any case alone or in conjunction with any other event, including any termination of employment on or following the Effective Time), will result in any "parachute payment" under Section 280G of the U.S. Tax Code in respect of PUBCO Service Providers.

(h) No member of the PUBCO Group has any material liability in respect of, or material obligation to provide, post-employmer health, medical, disability, life insurance benefits or other welfare benefits for PUBCO Service Providers (or the spouses, dependent or beneficiaries of an PUBCO Service Providers), whether under a PUBCO Benefit Plan or otherwise, except as required to comply with Section 4980B of the U.S. Tax Code any similar Law at the sole expense of the participant or the participant's dependent or beneficiary.

(i) Except as contemplated by the express terms of this Agreement, none of the execution, delivery or performance of this Agreement by PUBCO, the consummation by PUBCO of the Merger or any other transaction contemplated by this Agreement will (either alone or conjunction with any other event, including any termination of employment on or following the Effective Time) (i) entitle any PUBCO Service Provider to an material compensation or benefit, (ii) accelerate the time of payment or vesting, increase the amount of payment, or trigger any payment or funding, of any material compensation or benefit or trigger any other material obligation under any PUBCO Benefit Plan, (iii) trigger any funding (through a grantor trust o otherwise) of compensation, equity award or other benefits, (iv) otherwise give rise to any material liability under any PUBCO Benefit Plan or (v) limit o restrict the right of PUBCO to merge, amend or terminate any of PUBCO Benefit Plans.

(j) No PUBCO Benefit Plan provides for any gross-up, reimbursement or additional payment by reason of any Tax impose under Section 409A or Section 4999 of the U.S. Tax Code. No Person is entitled to receive a Tax gross-up payment from PUBCO as a result of any Ta imposed by Section 409A or 4999 of the U.S. Tax Code, or otherwise.

(k) Each "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the U.S. Tax Code) maintained o sponsored by a member of the PUBCO Group for the benefit of a PUBCO Service Provider who is a U.S. taxpayer has been documented and operated material compliance with Section 409A of the U.S. Tax Code and the guidance issued thereunder.

(l) Without limiting the generality of the other provisions of this Section 1.12, each material PUBCO Benefit Plan that, unde applicable Laws, is required to be registered or approved by a Governmental Entity, has been so registered or approved and has been maintained in al material respects in good standing with all applicable regulatory authorities and Governmental Entities, and, to the knowledge of PUBCO, no event ha occurred since the date of the most recent approval or application therefor relating to any such PUBCO Benefit Plan that could reasonably be expected t adversely affect any such approval or good standing. Each material PUBCO Benefit Plan that is intended to qualify for special Tax treatment meets th

requirements for such treatment in all material respects. All contributions to, and payments from, each material PUBCO Benefit Plan under the terms of suc plan or applicable Laws have been timely made in all material respects, and all contributions that are not yet due have been accrued in accordance with country-specific accounting practices.

(m) Except as would not reasonably be expected to result in material liability to the PUBCO Group, the PUBCO Group has outstanding or pending obligations in connection with any prior or ongoing termination or withdrawal from any PUBCO Benefit Plan.

Section 1.13 Labor and Other Employment Matters.

(a) Except as would not reasonably be expected to result in material liability to the PUBCO Group, (i) each member of th PUBCO Group is in compliance in all material respects with all applicable Laws respecting labor, employment, immigration, fair employment practices, term and conditions of employment, workers' compensation, occupational safety, plant closings or similar mass layoffs (including any reductions in force, redundancies, or furloughs triggering any collective consultation requirements in any non-U.S. jurisdictions), compensation and benefits, child labor, hiring, promotion and termination of employees, meal and break periods, data privacy, subcontracting regulations (*régimen de subcontratación*), assignment of employees and personnel provision services, profit sharing (*participación de los trabajadores en las utilidades de las empresas*), and wages and hours, registration with and payment of dues to the Mexican Social Security Institute, the National Fund for Consumption of Workers, the Mexican Institute of th National Workers' Housing Fund, and other applicable Governmental Entity, and (ii) there is no charge of discrimination in employment or employment practices, for any reason, including, age, gender, race, religion or other legally protected category, which has been asserted in the past three years or is now pending or, to the knowledge of PUBCO, is threatened against any member of the PUBCO Group before any other Governmental Entity in any jurisdiction which PUBCO or any of its Subsidiaries has employed or currently employs any Service Provider.

(b) PUBCO has furnished or made available to PRIVATECO an accurate and complete list of (A) the total number of employee for each job level at each location for each of PUBCO and its Subsidiaries as of the date hereof, (ii) the total number of employees of PUBCO and i Subsidiaries subject to each of the PUBCO CBAs as of the date hereof, and (iii) ranges of annual base salaries or hourly wage rates of employees of PUBC and its Subsidiaries as of the date hereof, as applicable, per position/role; (B) all directors (including alternates) of the PUBCO Board as of the date hereo including for each such director tenure; and (C) net compensation for 2022, 2023 and 2024 of (i) the chairman and the independent members of the PUBCO Board during such years (on an aggregate basis) and (ii) the remaining directors on the PUBCO Board during such years (on an aggregate basis).

(c) PUBCO has made available to PRIVATECO true and complete copies of all Collective Bargaining Agreements (including amendments thereto) to which PUBCO or any of its Subsidiaries are a party or otherwise bound that are in effect as of the date of this Agreement or tha otherwise cover any employees of any member of the PUBCO Group (the "PUBCO CBAs") in effect as of the date of this Agreement with respect to their employment with a member of the PUBCO Group. The consent of, consultation of or the rendering of formal advice by any labor or trade union, work council, or any other employee representative body is not required for PUBCO to enter into this Agreement or to consummate any of the transaction contemplated thereby.

(d) Except as would not reasonably be expected to result in material liability to the PUBCO Group:

(i) no grievances, arbitrations or legal or administrative Proceedings which allege the violation of any PUBCO CBA are pending;

(ii) there are no labor strikes, concerted walkouts, material labor disruptions or disputes, slowdowns, work stoppages, picketings, negotiated industrial actions or lockouts pending or, to the knowledge of PUBCO, threatened, against any member of the PUBCO Group;

(iii) to the knowledge of PUBCO, no labor union, labor organization or works council has made a pending demand for recognitio or certification to any member of the PUBCO Group, and there are no representation or certification proceedings or petitions seeking a representatio proceeding presently pending or, to the knowledge of PUBCO, threatened to be brought or filed with any labor relations tribunal or authority;

(iv) there is no unfair labor practice charge against any member of the PUBCO Group pending before any labor relations authorit and there is no pending or, to the knowledge of PUBCO, threatened grievance, charge, complaint, audit or investigation by or before an Governmental Entity with respect to any Service Providers in their capacities as such;

(v) except as would not reasonably be expected to result in material liability to the PUBCO Group, all employment relationships c PUBCO and its Subsidiaries have been managed in accordance with applicable Law and the relevant contractual agreements. There are no pendin proceedings regarding non-compliance with applicable Laws, and PUBCO and its Subsidiaries have not received any written notice or othe communication regarding such proceedings, and to the best of PUBCO's knowledge, there is no material actual or threatened claim, investigation, o enforcement action against PUBCO or any of its Subsidiaries arising from non-compliance with any labor and employment Law; and

(vi) all individuals that the PUBCO Group has engaged and characterized as independent contractors or consultants in Mexico an other applicable countries have been, and are, properly classified as independent contractors for purposes of all applicable Laws. Without limiting the foregoing, such individuals (i) have not been, and are not, treated as employees of any member of the PUBCO Group for purposes of grantin statutory benefits under the LFT (including profit sharing, paid vacation, vacation premium, Christmas bonus, or enrollment with the Mexican Socia Security Institute or the National Workers' Housing Fund Institute) or other applicable Law; (ii) have been, and are, paid and treated in compliance i all material respects with applicable Mexican and other applicable employment, labor, wage and hour, occupational health and safety, tax, social security, and housing-fund Laws; and (iii) have been, and are, treated for tax and social security purposes as independent service providers, as

applicable. To the extent any such services constitute specialized services, the relevant provider's engagement complies in all material respects with Mexican or other applicable Law subcontracting restrictions,

including that such services do not relate to the corporate purpose or main economic activity of the engaging entity and, if required, that the provider maintains a current registration in the Public Registry of Specialized Services or Specialized Works (REPSE). There is no pending, and to th knowledge of PUBCO no threatened, claim, audit, or proceeding by any Governmental Entity (including the Ministry of Labor and Social Welfare, th Mexican Social Security Institute, the National Workers' Housing Fund Institute, the Tax Administration Service, or the competent Labor Courts) c by any such individual challenging the classification of any such individual as an independent contractor, consultant or specialized service provider, except as would not be material to the PUBCO Group.

(e) Since January 1, 2023, (i) no material allegations of sexual harassment, sexual misconduct or discrimination have been made to PUBCO or any of its Subsidiaries' Human Resources Departments against any PUBCO Service Provider who serves in an executive role (including no employee directors), (ii) there are no Proceedings pending or, to the Knowledge of PUBCO, threatened related to any allegations of sexual or othe discriminatory harassment, sexual misconduct, or discrimination by any PUBCO Service Provider who serves in an executive role (including non-employe directors), and (iii) neither PUBCO nor any of its Subsidiaries has entered into any settlement agreements, non-disclosure agreements, or similar agreement related to allegations of sexual or other discriminatory harassment, sexual misconduct, or discrimination by any PUBCO Service Provider who serves in a executive role (including non-employee directors).

Section 1.14 PUBCO Material Contracts.

(a) Section 1.14(a) of the PUBCO Disclosure Schedule sets forth an accurate and complete list as of the date of this Agreemer of each Contract to which a member of the PUBCO Group is a party to or bound by which falls within any of the following categories:

(i) any Contract (other than PUBCO CBAs) that limits or restricts in any material respect the PUBCO Group fr competing or engaging in any line of business or in any geographic area in any material respect, except for any such Contract that may be cancelled without penalty by the PUBCO Group upon notice of 120 days or less;

(ii) any joint venture, partnership, business alliance, code sharing, frequent flyer or interline Contract which involves revenue to the PUBCO Group in excess of $[***] per year;

(iii) any Contract that is related to the governance or operation of or investment in (or establishing) of (a) PUBCO, (b) an Subsidiary that is not (or which would not be, after giving effect to the investment contemplated thereby) wholly owned and controlled by PUBCO, or (c) any Non-Consolidated Venture;

(iv) any maintenance Contract for repair and overhaul that would be expected to result in the PUBCO Group incurrin costs in excess of $[***] per year;

(v) (a) any Contract relating to Indebtedness or any guarantee by or on behalf of the PUBCO Group of any suc Indebtedness of any other person, in each case in excess of $[***] individually, other than any PUBCO Aircraft Finance Contract, (b each debt security or Contract or other commitment for the issuance thereof (contingent or otherwise), including any security convertible into any Equity Interest of PUBCO, and (c) any Contract that grants any Lien (other than a Permitted Lien) on a property or asset of PUBCO or its Subsidiaries that is material to the PUBCO Group taken as a whole;

(vi) any material Credit Card Contract;

(vii) any other Contract (other than (x) purchase or sale orders in the Ordinary Course not involving the purchase or lease o aircraft, aircraft engines or simulators, or (z) Contracts for the purchase or lease of aircraft, aircraft engines or simulators identified in Section 1.24(f) or Section 1.24(g) of the PUBCO Disclosure Schedule), which requires or involves payments by the PUBCO Gro in excess of $[***] per annum;

(viii) any Contract related to any PUBCO Slot;

(ix) any Contract pursuant to which a license (including via a covenant not to sue) with respect to Intellectual Property Rights that are material to the Business of the PUBCO Group is granted (x) by the PUBCO Group to any Person or (y) by any Pers to the PUBCO Group (including, in each case, any such Contracts involving branding, trademark licensing, advertising or promotions but excluding, in each case, non-disclosure agreements, consulting services agreements (other than for the development of Intellectual Property Rights that are material to the Business of the PUBCO Group) and standard, off-the-shelf software licenses made availab on standard, non-negotiable terms, in each case entered into in the Ordinary Course);

(x) any Contract relating to any material obligations arising under any equity, interest rate, currency or commodity derivatives or hedging transaction, other than any PUBCO Aircraft Finance Contracts;

(xi) any Contract between PUBCO, on the one hand, and any Related Person, on the other hand (other than Ordinar

Course agreements relating to employee compensation and benefits that have been made available to PRIVATECO prior to the dat of this Agreement);

(xii) any Contract with respect to the settlement of any Proceeding involving non-monetary relief or monetary relief payable by PUBCO (and not including any amounts payable by any insurer) in excess of $[***] in unpaid amounts as of the PUBCO Balanc Sheet Date or (b) that materially restricts or imposes material continuing obligations (aside from confidentiality obligations) upon PUBCO or any of its Subsidiaries;

(xiii) any material Order to which a member of the PUBCO Group is subject and which restricts the conduct of busines thereof;

(xiv) any Contract (A) which contemplates consideration in excess of $[***] with respect to the acquisition or disposition o any Person, or any of its assets or Equity Interests, or any line of business, directly or indirectly and whether by way of merger, acquisition of Equity Interests or acquisition of assets, entered into in the last five years, (B) that is for the acquisition or disposition directly or indirectly (by merger or otherwise), of Equity Interests or capital stock or material assets of any Person, pursuant to which PUBCO or any of its Subsidiaries has continuing "earn out" or other contingent payment or performance obligations, indemnification o other obligations outstanding, or (C) that obligates PUBCO or any of its Subsidiaries to provide any funds to or make any investmer in (in each case, in the form of a loan, capital contribution, subscription or similar transaction) any Person in excess of $[***] in any [***] month period; any Contract containing a put, call, right of first refusal or offer or similar right pursuant to which PUBCO or an Subsidiary thereof could be required to purchase or sell Equity Interests of another Person;

(xv) each Indemnification Agreement;

(xvi) any revenue generating Contract with a Governmental Authority;

(xvii) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) that is required to b filed by the PUBCO Group pursuant to Item 601(b)(10) of Regulation S-K; and

(xviii) any (A) baggage inspection Contract; (B) airport services Contract; (C) airport use fee (*tarifa de uso de aeropuerto*) Contract; (D) fuel supply Contracts; (E) concierge services Contract; (F) call center Contract; or (G) reservations Contract, which, each case of the foregoing clauses (A)-(G), requires or involves payments by the PUBCO Group in excess of $[***] per annum.

Each Contract, including all amendments, modifications and supplements thereto, of the type described in this Section 1.14(a), together with each PUBCO Aircraft Purchase Contract and each PUBCO Aircraft Finance Contract, is referred to herein as a "PUBCO Material Contract." Accurate and complete copies of each PUBCO Material Contract have been made available by the PUBCO Group to PRIVATECO (except as otherwise indicated in the PUBC Disclosure Schedule) prior to the date of this Agreement.

(b) Except for any PUBCO Material Contract that has terminated or expired in accordance with its terms and except as would not reasonably be expected to be material to the PUBCO Group, each PUBCO Material Contract is a valid and binding obligation of the applicable member the PUBCO Group and, to the knowledge of the PUBCO, of the other party or parties thereto, in accordance with its terms, and is in full force and effec subject to the Enforceability Exceptions. Except for breaches, violations or defaults which are not reasonably expected to be material to the PUBCO Group the PUBCO Group has performed all obligations required to be performed by it under each PUBCO Material Contract and, to the knowledge of t PUBCO, each other party to each PUBCO Material Contract has in all material respects performed all obligations required to be performed by it under suc PUBCO Material Contract. Except as would not reasonably be expected to be material to the PUBCO Group, the PUBCO Group has not received writ notice of any violation or default under any PUBCO Material Contract.

Section 1.15 Litigation.

(a) There is no Proceeding pending or, to the knowledge of PUBCO, threatened against any member of the PUBCO Group, a property or assets of the PUBCO Group, or any of their respective officers, directors or employees in such individual's capacity as such, that (i) involves a amount in controversy in excess of $[***] or (ii) seeks injunctive or other non-monetary relief that, if granted, would reasonably be expected to be material to the PUBCO Group.

(b) No member of the PUBCO Group is subject to any outstanding Order that would reasonably be expected to have a Materi Adverse Effect or which is material to the PUBCO Group taken as a whole.

Section 1.16 Environmental Matters. Except as would not reasonably be expected to have a Material Adverse Effect:

(a) each member of the PUBCO Group is, and since January 1, 2023 has been, in compliance with all applicable Environmenta Laws, and the PUBCO Group has obtained, or has made timely and complete application for renewal of, and is in compliance with, all Environmental Permi necessary for the conduct and operation of its respective business;

(b) there are not now, and since January 1, 2023 there have not been, any Hazardous Substances generated, treated, stored,

transported, disposed of, released, or otherwise existing on, under, about, or emanating from or to, any property currently owned, leased or operated by the PUBCO Group, except in compliance with, and as would not result in liability under, any applicable Environmental Laws;

(c) since January 1, 2023, no member of the PUBCO Group has received any notice of alleged liability for, or any Proceeding Inspection Visit, Order, Resolution or inquiry regarding, any release or threatened release of Hazardous Substances or alleged violation of, or non-compliance with, any Environmental Law; and

(d) PUBCO has made available to PRIVATECO prior to the date of this Agreement true, complete and correct copies of an environmental reports, studies, assessments, and other material environmental information prepared since January 1, 2023 in its possession relating to the PUBCO Group and its current or former properties or operations.

Section 1.17 Intellectual Property; IT Assets.

(a) Except as would not reasonably be expected to have a Material Adverse Effect, (i) none of the Intellectual Property Right owned or purported to be owned by the PUBCO Group (the "PUBCO Owned Intellectual Property") has lapsed, expired, been abandoned or been adjudged invalid or unenforceable (ii) the PUBCO Group exclusively owns the PUBCO Owned Intellectual Property free and clear of all Liens (other th Permitted Liens) and (iii) the PUBCO Group has valid and enforceable rights to use all Intellectual Property Rights owned by a third party that are licensed t or allowed by such third party for use by, the PUBCO Group (collectively referred to herein as the "PUBCO Licensed Intellectual Property").

(b) Except as would not reasonably be expected to have a Material Adverse Effect:

(i) no Proceedings are pending or, to the knowledge of PUBCO, threatened against any member of the PUBCO Grou that challenge the PUBCO Group's ownership of PUBCO Owned Intellectual Property or rights under any PUBCO Licens Intellectual Property;

(ii) no member of the PUBCO Group has received any written notice alleging the invalidity or unenforceability of an PUBCO Owned Intellectual Property; and

(iii) no Person has notified the PUBCO Group that it is claiming any ownership of or right to use any PUBCO Own Intellectual Property.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, the conduct of the Business as currently conducted by the PUBCO Group does not infringe, misappropriate or otherwise violate, and as conducted since January 1, 2023 has not infringed misappropriated or otherwise violated, the Intellectual Property Rights of any third party, and there are no Proceedings pending or, to the knowledge of PUBCO, threatened against any member of the PUBCO Group alleging any of the foregoing.

(d) Except as would not reasonably be expected to have a Material Adverse Effect, (i) each member of the PUBCO Group ha taken reasonable steps to protect and preserve the confidentiality of all trade secrets and other confidential information, in each case, included in the PUBCO Owned Intellectual Property, and (ii) to the knowledge of PUBCO, since January 1, 2023, no Person has infringed, misappropriated or otherwise violated an PUBCO Owned Intellectual Property.

(e) Section 1.17(e) of the PUBCO Disclosure Schedule is a list of all material PUBCO Registered IP owned by the PUBC Group. Except as would not reasonably be expected to have a Material Adverse Effect, the PUBCO Registered IP is valid, subsisting and enforceable an there are no Proceedings pending or, to the knowledge of PUBCO, threatened challenging any of the foregoing.Section 1.17(e) of the PUBCO Disclosur Schedule also sets out a list of all material unregistered Trademarks used, owned, or purported to be owned by a member of the PUBCO Group.

(f) Except as would not reasonably be expected to have a Material Adverse Effect, no PUBCO IT Assets contain any Maliciou Code. Except as would not reasonably be expected to have a Material Adverse Effect, each member of the PUBCO Group has taken commercial reasonable steps (and that meet or exceed industry standard) to prevent the introduction of Malicious Code into PUBCO IT Assets, including steps t monitor, detect, prevent, mitigate, and remediate Malicious Code.

(g) Except as would not be reasonably expected to have a material effect, the PUBCO Group has in effect commerciall reasonable disaster recovery plans, procedures, and facilities for its business that meet or exceed industry standard. Except as would not reasonably be expected to have a Material Adverse Effect, (i) the PUBCO IT Assets operate and perform in a manner that permits the PUBCO Group to conduct business in the Ordinary Course, and (ii) to the knowledge of PUBCO, there have been no security events with respect to the PUBCO IT Assets. Except would not reasonably be expected to have a Material Adverse Effect, each member of the PUBCO Group has taken commercially reasonable steps (that meet or exceed industry standard) to monitor, detect, prevent, mitigate, and remediate security events.

Section 1.18 Data Privacy and Security.

(a) Except as would not be reasonably be expected to have a Material Adverse Effect, each member of the PUBCO Grou complies and at all times has complied with (i) the written privacy notices and policies of PUBCO, (ii) written contractual obligations governing the treatment o Personal Information by PUBCO, and (iii) Privacy Laws (collectively, the PUBCO Data Privacy Requirements). Except as would not reasonably be

expected to have a Material Adverse Effect, each member of the PUBCO Group has at all times presented a privacy notice and policy to individuals prior t the collection of any Personal Information to the extent required by PUBCO Data Privacy Requirements, and all such privacy notices and policies are and have at all times been accurate, consistent and complete, and not misleading or deceptive (including by omission), in each case, in all material respects.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, the execution, delivery, and performance o this Agreement and the transactions contemplated by this Agreement do not and will not: (i) conflict with or result in a violation or breach of any PUBCO Dat Privacy Requirements; (ii) require the consent of or provision of notice to any Person concerning such Person's Personal Information; or (iii) prohibit th transfer of Personal Information to the PRIVATECO Group.

(c) There has been no accidental, unlawful or unauthorized Processing of Personal Information in the possession or control of th PUBCO Group ("PUBCO PII Security Incident"), except as would not reasonably be expected to have a Material Adverse Effect. Each member of th PUBCO Group has taken commercially reasonable steps and implemented and maintained commercially reasonable policies and procedures (that meet o exceed industry standard) to (i) monitor, detect, prevent, mitigate, and remediate PUBCO PII Security Incidents, (ii) identify and address internal and extern risks to the privacy and security of Personal Information in its possession or control, and (iii) implement adequate and effective administrative, technical, physical, and organizational safeguards to protect such Personal Information and its software, systems, applications, and websites involved in the Processing o Personal Information, except, in each case of clauses (i) - (iii) as would not reasonably be expected to have a Material Adverse Effect.

(d) Except as would not reasonably be expected to have a Material Adverse Effect, no member of the PUBCO Group has bee the subject of any inquiry, investigation, or enforcement action of any Governmental Entity with respect to compliance with any Privacy Law, or received any claims, notices, or complaints alleging or investigating a security event, PUBCO PII Security Incident, or violation of any PUBCO Data Privacy Requirement.

(e) Since January 1, 2023, (i) the processing, storage, retention, use, transmission and disclosure of credit card information by th PUBCO Group has been in compliance with all applicable requirements contained in the PCI DSS relating to "cardholder data" (as such term is defined in t PCI DSS, as amended from time to time) and (ii) to the knowledge of PUBCO, there has been no security event involving unauthorized access, use, disclosure of any "cardholder data," except, in each case of clauses (i) and (ii), as would not reasonably be expected to have a Material Adverse Effect.

Section 1.19 Tax Matters. Except as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect:

(a) Each member of the PUBCO Group has timely filed (taking into account any extension of time within which to file) all Ta Returns required to have been filed by or with respect to the PUBCO Group, and all such Tax Returns are true, complete and accurate;

(b) no claim has been made in the past six years in writing by a Governmental Entity in a jurisdiction where the PUBCO Grou does not file Tax Returns that any member of the PUBCO Group is or may be subject to Taxes in such jurisdiction;

(c) all amounts of Taxes of the PUBCO Group due and payable (whether or not shown on any Tax Return) have been timely paid;

(d) no deficiencies for any amount of Taxes have been proposed or assessed in writing against any member of the PUBCO Grou by any Governmental Entity except for deficiencies that have since been resolved;

(e) no member of the PUBCO Group (i) is the subject of any currently pending or ongoing Tax audit or other administrative o judicial Proceeding with respect to Taxes or (ii) has waived any statute of limitations in respect of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which waiver or extension is currently in effect;

(f) no member of the PUBCO Group is a party to, and has no obligation or liability under, any agreement or arrangement for th sharing, reimbursement, indemnification or allocation of Taxes, including any tax receivable agreement or similar agreement (other than customary provisions for Taxes contained in credit, lease or other commercial agreements entered into in the Ordinary Course the primary purposes of which do not relate to Taxes);

(g) no member of the PUBCO Group is, or has been, a member of a group (other than a group the common parent of which is member of the PUBCO Group) filing a consolidated, combined, affiliated, unitary or similar Tax Return;

(h) no member of the PUBCO Group has any liability for the Taxes of any Person (other than Taxes of the PUBCO Group) und Treasury Regulation section 1.1502-6 (or any similar provision of state, local or non-U.S. law), or as a transferee or successor, by Contract or otherwis (other than customary provisions for Taxes contained in credit, lease or other commercial agreements entered into in the Ordinary Course the primary purposes of which do not relate to Taxes);

(i) no member of the PUBCO Group will be required to include an item of income (or exclude an item of deduction) in an taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) change in method of accounting or closing agreement with any Governmental Entity filed or made on or prior to the Closing Date or use of an impermissible method of accounting prior to the Closing Date, (ii) any prepai amount received or deferred revenue accrued on or prior to the date of Closing Date outside the ordinary course of business, or (iii) installment sale or oper transaction disposition made on or prior to the Closing Date;

(j) each member of the PUBCO Group has withheld and, to the extent required by Law, paid to the appropriate Governmenta Entity all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor,

shareholder or other third party;

(k) no member of the PUBCO Group nor any predecessor of any member of the PUBCO Group has been a "distributi corporation" or a "controlled corporation" (within the meaning of section 355 of the U.S. Tax Code) in a transaction intended to qualify under section 355 o the U.S. Tax Code within the past two years;

(l) no member of the PUBCO Group has entered into any "listed transaction" or any "transaction of interest" within the meaning of Treasury Regulation Section 1.6011-4(b);

(m) there are no Liens with respect to any Taxes on any of the assets of the PUBCO Group other than Permitted Liens;

(n) no member of the PUBCO Group has engaged in any labor subcontracting arrangements that fail to comply in all respects wit the applicable Tax and labor Laws. Accordingly, in the event of a review or audit by the relevant Tax Authorities, there are no circumstances that could constitute or be characterized as a simulated or unlawful labor subcontracting arrangement under the applicable tax and labor legislation in effect; and

(o) in the five years prior to the date of this Agreement, PUBCO has not effected or participated in any merger or corporate spin off as defined by the Mexico Tax Code or Mexico Law which may or would require a notice or authorization to be filed with respect to the Transactions o events regulated by this Agreement.

Section 1.20 Insurance. The PUBCO Group maintains insurance coverage with reputable and financially sound insurers, or maintains self-insuranc practices, in such amounts and covering such risks as are in accordance with customary industry practice for companies engaged in businesses similar to that o the PUBCO Group and which comply in all material respects with the requirements of Law and Contracts to which the PUBCO Group is a party (includi any lease for personal or real property). PUBCO has made available to PRIVATECO an accurate and complete list of all material insurance policies and material self-insurance programs and arrangements relating to the Business, assets and operations of the PUBCO Group (the "PUBCO Insurance Policies"). Each of the PUBCO Insurance Policies is in full force and effect, all premiums due and payable thereon have been paid and the PUBCO Group is compliance in all material respects with the terms and conditions of such PUBCO Insurance Policies. Since January 1, 2023, the PUBCO Group has received any written notice regarding any default, invalidation or cancellation of any such PUBCO Insurance Policy that has not been renewed in the Ordinar Course without any lapse in coverage and there are not any pending Proceedings in such regard.

Section 1.21 Properties and Assets. Except as would not reasonably be expected to be material to the PUBCO Group taken as a whole, (a) th PUBCO Group has valid and subsisting ownership interests in all of the tangible personal property reflected in the Current PUBCO Balance Sheet as bei owned by the PUBCO Group or acquired after the date thereof (except tangible personal properties sold or otherwise disposed of since the date thereof in the Ordinary Course), free and clear of all Liens, other than Permitted Liens and (b) the tangible personal property owned by the PUBCO Group is in satisfacto operating condition and repair for its continued use as it has been used in all material respects, subject to reasonable wear and tear.

Section 1.22 Real Property.

(a) Section 1.22(a) of the PUBCO Disclosure Schedule sets forth (i) an accurate and complete list of all real property leased subleased by the PUBCO Group that require fixed payments by the PUBCO Group in excess of $[***] per annum, excluding any airport where the PUBC Group leases three or fewer airport gates (collectively, the "PUBCO Leased Real Property"), (ii) the address for each PUBCO Leased Real Property and (i the name of the third party lessor(s) thereof, the date of the lease contract relating thereto and all amendments thereof.

(b) The PRIVATECO Group has a valid and subsisting leasehold interest in all PRIVATECO Leased Real Property leased by it, each case free and clear of all Liens, other than Permitted Liens.

(c) No member of the PUBCO Group owns any material real property or is a party to any Contract or otherwise has an obligation to acquire any material real property.

(d) The PUBCO Group has not received written notice of any Proceedings in eminent domain, condemnation or other simila Proceedings that are pending, and, to the knowledge of PUBCO, there are no such Proceedings threatened, affecting any portion of the PUBCO Leased R Property.

Section 1.23 Related Party Transactions. Other than compensation (including expense reimbursement obligations) payable to officers and directors of PUBCO or its Subsidiaries and except to the extent not required to be disclosed under applicable securities Laws, there are no existing Contract transactions, indebtedness (including loans, advances or guarantees) or other arrangements between PUBCO or any Subsidiary thereof, on the one hand, an any Related Party (other than PUBCO or a PUBCO Subsidiary), on the other hand (a "PUBCO Related Party Transaction").

Section 1.24 Aircraft.

(a) Section 1.24(a) of the PUBCO Disclosure Schedule sets forth, as of the date of this Agreement, a true and complete list of all aircraft operated under the operating certificate of any member of the PUBCO Group (ii) all aircraft owned or leased by any member of the PUBCO Group (collectively, the "PUBCO Aircraft") and (iii) all engines, simulators and other components related to the PUBCO Aircraft, including, for each PUBC Aircraft, a description of the type, manufacturer's model name, manufacturer's serial number, registration mark, the delivery date, the manufacture date or age,

and whether it is owned, leased or subject to any other financing agreement and by which member of the PUBCO Group.

(b) All PUBCO Aircraft with an "XA" registration mark are properly registered on the AFAC's registry, specifically the Mexica Aeronautics Registry, in airworthy condition (except for any PUBCO Aircraft undergoing maintenance or in storage), and have validly issued and currer airworthiness certificates that are in full force and effect (except for the period of time any PUBCO Aircraft may be out of service and such certificate i suspended in connection therewith).

(c) As of the date of this Agreement, PUBCO has made available to PRIVATECO copies of all PUBCO Aircraft Purcha Contracts and PUBCO Aircraft Finance Contracts (except as otherwise indicated in the PUBCO Disclosure Schedule).

(d) All PUBCO Aircraft with an "N" registration mark are properly registered on the FAA aircraft registry, in airworthy conditio (except for any PUBCO Aircraft undergoing maintenance or in storage) and have validly issued FAA certificates of airworthiness that are in full force an effect (except for the period of time any PUBCO Aircraft may be out of service and such certificate is suspended in connection therewith).

(e) All PUBCO Aircraft are being maintained in all material respects according to applicable Laws, applicable FAA regulator standards and FAA-approved maintenance programs, applicable AFAC regulatory standards and AFAC-approved maintenance programs, applicable AAC (Civil Aviation Authority of El Salvador) regulatory standards and AAC-approved maintenance programs, applicable DGAC (General Directorate of Civ Aviation of Costa Rica) regulatory standards and DGAC-approved maintenance programs, in each case as applicable to the Aircraft of the PUBCO Grou The PUBCO Group has implemented maintenance schedules with respect to PUBCO Aircraft and engines that, if complied with, result in the satisfaction of requirements under all applicable airworthiness directives of the FAA, AFAC, AAC and DGAC, as applicable to each Aircraft and Aviation Regulation required to be complied with and which are in accordance with the FAA-approved maintenance programs, AFAC-approved maintenance programs, AAC-approved maintenance programs and DGAC-approved maintenance programs, as applicable to each Aircraft of the PUBCO Group, and the PUBCO Gro is in compliance with such maintenance schedules in all material respects (except with respect to PUBCO Aircraft undergoing maintenance or in storage)), an the PUBCO Group has no reason to believe that the PUBCO Group will not satisfy in any material respect any component of such maintenance schedules or prior to the dates specified in such maintenance schedules (except with respect to PUBCO Aircraft undergoing maintenance or in storage). Each PUBC Aircraft's structure, systems and components are functioning in all material respects in accordance with their intended use, except for PUBCO Aircraft that ar undergoing maintenance and temporarily deferred maintenance items that are permitted by the PUBCO Group's maintenance programs. All deferre maintenance items and temporary repairs with respect to each such PUBCO Aircraft have been or will be made in all material respects in accordance with th PUBCO Group's maintenance programs.

(f) Section 1.24(f) of the PUBCO Disclosure Schedule sets forth, as of the date of this Agreement, a true and complete list of a Contracts (other than Contracts that may be terminated or cancelled by any member of the PUBCO Group without incurring any material penalty) pursuant t which any member of the PUBCO Group has a binding obligation following the date hereof to purchase or lease aircraft, engines or simulators where th reasonably expected expenditures under any such Contract exceed $[***] per annum (together with all amendments, modifications and supplements thereto, each, a "PUBCO Aircraft Purchase Contract"), including the manufacturer and model of all aircraft, engines or simulators subject to each Contract, the nature of the purchase or lease obligation (i.e., firm commitment, subject to reconfirmation or otherwise) and the anticipated year of delivery of the aircraft, engines or simulators subject to such Contract.

(g) Section 1.24(g) of the PUBCO Disclosure Schedule sets forth, as of the date of this Agreement, a true and complete list of a Contracts pursuant to which any member of the PUBCO Group has financed or obtained financing, or has commitments to finance or obtain financing fo PUBCO Aircraft or Engines (including leases, subleases, assignments, finance leases, mortgages and deferred or conditional sales, purchase or optio agreements) involving amounts in excess of $[***] (together with all amendments, modifications and supplements thereto, each, a "PUBCO Aircraft Financ Contract").

Section 1.25 PUBCO Slots and Operating Authorizations.

(a) Section 1.25(a) of the PUBCO Disclosure Schedule sets forth a true and complete list as of the date of this Agreement of a takeoff and landing slots, slot exemptions and operating authorizations from the SICT, AFAC, FAA or any other Governmental Entity and other simila designated takeoff and landing rights used or held by any member of the PUBCO Group (the "PUBCO Slots" and each, a "PUBCO Slot") at any domestic or international airport and such list indicates (i) any PUBCO Slots that have been permanently allocated to the PUBCO Group from another air carrier a (ii) any Contracts concerning specific PUBCO Slots.

(b) Since January 1, 2023, the PUBCO Group has complied in all material respects and is in compliance in all material respect with all regulations issued under the Mexican Civil Aviation Law and its regulations, Mexican Airports Law and its regulations, mandatory regulations, the Federal Aviation Act and any other Laws (including any waivers or exemptions therefrom) promulgated in Mexico, the United States or in any country in which the PUBCO Group operates by either a civil aviation authority, airport authority or slot coordinator with respect to the PUBCO Slots. PUBCO has not received any written notice of any proposed withdrawal of any PUBCO Slots by the FAA, SICT, AFAC, any Mexican domestic or international airport, a other Governmental Entity or any slot coordinator, or (b) agreed to any future slide, trade, purchase, sale, exchange, lease, or transfer of any of the PUBC Slots (except, in each case, for seasonal swaps and temporary returns to the FAA, SICT, AFAC or at any Mexican domestic or international airport). Th PUBCO Slots have not been designated for the provision of essential air service under the regulations of the FAA, were not acquired pursuant to 14 C.F.R Section 93.219, and have not been designated for international operations, as more fully detailed in 14 C.F.R. Section 93.217. To the extent covered by 14 C.F.R. Section 93.227 or any Order, notice, or requirement of the FAA, any other Governmental Entity or any slot coordinator, the PUBCO Group has use

the PUBCO Slots (or the PUBCO Slots have been used by other operators) either at least 80% of the maximum amount that each PUBCO Slot could ha been used during each full reporting period (as described in 14 C.F.R. Section 93.227(i) or any such Order, notice, or requirement) or such greater or lesser amount of minimum usage as may have been required to protect such PUBCO Slots from termination or withdrawal under regulations or waivers establishe by the SICT, AFAC or at any Mexican domestic or international airport, FAA, any other Governmental Entity or any slot coordinator. All material report required by the FAA, SICT, AFAC or at any Mexican domestic or international airport, any other Governmental Entity or any slot coordinator relating to th PUBCO Slots have been filed in a timely manner.

Section 1.26 PUBCO Airports No airport authority at any domestic or international airport at which the PUBCO Group operates at least on departure per week (each such airport, a "PUBCO Airport") has taken any action, nor, to the knowledge of PUBCO, is any such action threatened, tha would reasonably be expected to materially interfere with the ability of any member of the PUBCO Group to conduct its respective operations at any PUBC Airport in substantially the manner as currently conducted.

Section 1.27 Air Carrier. Concesionaria Vuela Compañia de Aviación, S.A.P.I. de C.V., Vuela Aviación, S.A. and Vuela El Salvador, S.A. d C.V. are fully authorized and qualified to operate as an "air carrier" within the meaning of such Act operating under certificates and exemptions issued pursuant to such Act (49 U.S.C. §§ 41301 and 40109) and in accordance with the Mexican Civil Aviation Law and its regulations.

Section 1.28 Ownership of PRIVATECO Shares None of the Key PUBCO Holders nor (to their knowledge) any of their respective Relate Persons, nor any member of the PUBCO Group, owns or has during the past three years owned (beneficially or otherwise) any PRIVATECO Shares or a options, warrants or other rights to acquire PRIVATECO Shares or other Equity Interests in PRIVATECO (or any other economic interest through derivati securities or otherwise in PRIVATECO).

Section 1.29 Management Arrangements. Except as disclosed in Section 1.29of the PUBCO Disclosure Schedule, none of PUBCO, or their respecti executive officers, directors or affiliates, has entered into any agreement, arrangement or understanding with any of the executive officers, directors or affiliates of PRIVATECO that is currently in effect or would become effective in the future (upon consummation of the Merger or otherwise) and that would be required t be disclosed by PUBCO under Item 1005(d) of Regulation M-A under the Exchange Act.

Section 1.30 Required Vote. The PUBCO Requisite Vote is, collectively, the only vote or consent required of the holders of any class of capita stock of PUBCO to approve the Securities Consideration Issuance.

Section 1.31 Brokers. Except for PUBCO's obligations to Morgan Stanley & Co. LLC ("Morgan Stanley"), neither PUBCO nor any of thei respective shareholders, directors, officers, employees or affiliates, has incurred or will incur on behalf of any member of the PUBCO Group, any brokerage finders', financial advisory or similar fee in connection with the transactions contemplated by this Agreement, including the Merger. On or prior to the date of this Agreement, PUBCO has made available to PRIVATECO a copy of the engagement letter, as amended or modified, between the PUBCO Group a Morgan Stanley.

Section 1.32 Information Supplied. The information supplied by the PUBCO Group in writing for inclusion in the Information Statement, M Registration Application, BMV Listing Application or PUBCO Meeting Materials will not, (a) in the case of the MX Registration Application, at such time filed or on such date as the MX Registration Approval is issued, or (b) in the case of any PUBCO Meeting Materials, as of the date first published or mailed to shareholders of PUBCO or at the time of the PUBCO Shareholder Meeting, contain any untrue statement of a material fact or omit to state any material fa required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing sentence, no member of the PUBCO Group makes any representation or warranty with respect to statements made in any d the foregoing documents based on information supplied by PRIVATECO for inclusion therein.

Section 1.33 Opinion of Financial Advisor. The PUBCO Board has received the opinion (the "Morgan Stanley Fairness Opinion") of Morgan Stanley to the effect that, as of the date of such opinion and based upon and subject to the assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of review undertaken by Morgan Stanley as set forth therein, the Aggregate Share Consideration to be paid by PUBCO pursuant to the Merger is fair to PUBCO from a financial point of view, and the Morgan Stanley Fairness Opinion has not been withdrawn, revoke or modified as of the date of this Agreement. Promptly following the date of this Agreement, PUBCO will make available to PRIVATECO, solely fo informational purposes and for purposes of inclusion (to the extent required by applicable Law) in the Information Statement, a written copy of the Morgan Stanley Fairness Opinion.

Section 1.34 Economic Sanctions and Trade Controls No member of the PUBCO Group nor, to PUBCO's knowledge, any of their respectiv directors, officers, or employees, or any other Persons acting for or on behalf of any of the foregoing is a Sanctioned Person. Since April 24, 2019, the PUBCO Group (a) has been in material compliance with applicable Sanctions and Trade Controls; and has not engaged in a transaction or dealing, directly or with knowledge, indirectly, with or involving a Sanctioned Country or Sanctioned Person, in violation of applicable Sanctions. There is no current investigation allegation, request for information, or other inquiry by any Governmental Entity regarding the actual or possible violation of Sanctions or Trade Controls by any PUBCO Group member and since April 24, 2019, no member of the PUBCO Group has received any written notice that there is any investigation, allegatio request for information, or other inquiry by any Governmental Entity regarding an actual or possible violation of Sanctions or Trade Controls. The PUBC Group has implemented and maintains in place policies and procedures reasonably designed to promote compliance with Sanctions and Trade Controls.

Section 1.35 CFIUS. No member of the PUBCO Group (i) produces, designs, tests, manufactures, fabricates, or develops any "critica technologies," as that term is defined in 31 C.F.R. § 800.215; (ii) performs any of the functions as set forth in column 2 of Appendix A to 31 C.F.R. Part 800 with respect to "covered investment critical infrastructure," as defined in 31 C.F.R. § 800.212; or (iii) maintains or collects, directly or indirectly, "sensitive

personal data," as defined in 31 C.F.R. § 800.241, of U.S. citizens; and, therefore, in turn, no member of the PUBCO Group is a "TID U.S. business" with the meaning of that term in 31 C.F.R. § 800.248.

Section 1.36 Outbound Investment Security Program. No member of the PUBCO Group is a "covered foreign person," as that term is defined in 31 C.F.R. § 850.209. The transactions contemplated by this Agreement will not result in the establishment of a "covered foreign person" or the engagement by a "person of a country of concern," in a "covered activity," and no member of the PUBCO Group currently engages, or has plans to engage, directly or indirectly, in a "covered activity," as each such term is defined in 31 C.F.R. Part 850.

Section 1.37 No Other Representations or Warranties. Except for the representations and warranties contained in Annex II (*Representations and Warranties of PRIVATECO*), PUBCO acknowledges that neither PRIVATECO nor any Representative of PRIVATECO makes, and PUBCO acknowledges that they have not relied upon or otherwise been induced by, any other express or implied representation or warranty by or on behalf of PRIVATECO or with respect to any other information provided or made available to PUBCO by or on behalf of PRIVATECO in connection with the transactions contemplated by this Agreement, including any information, documents, projections, forecasts or other material made available to PUBCO or their respective Representatives in data rooms, management presentations or similar information deliverables in expectation of the transactions contemplated by this Agreement.

ANNEX IV

COVENANTS RELATED TO CONSENTS

Section 1.1 Regulatory Filings and Other Actions. The Parties agree that:

(a) *Regulatory Filings*. PUBCO and PRIVATECO shall use reasonable best efforts to take or cause to be taken all actions, and to do or cause to be done all things, necessary, proper or advisable on its part to consummate and make effective the Merger and the other Transactions as soon as reasonably practicable, including (i) preparing and making as promptly as practicable (x) and in any event within 25 Business Days of the date of this Agreement, all required filings pursuant to the HSR Act, (y) and in any event within 20 Business Days of the date of this Agreement, all required filings with respect to the LFCE, and any other Competition Approvals, and (z) all other filings to effect all notices, reports and other submissions and to obtain as promptly as practicable all consents, registrations, approvals, authorizations, non-objections and Permits, including, if required, the CNIE Approval (collectively, "Consents") necessary to be obtained (if any) in order to consummate the Merger and the other Transactions, (ii) subject to Section 1.1(b) of this Annex IV (*Covenants Related to Consents*), offering and complying with such commitments to the relevant Regulatory Authorities as would be necessary to enable the Regulatory Authorities to grant the Consents and (iii) subject to Section 1.1(b) of this Annex IV (*Covenants Related to Consents*), the execution and delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement. PUBCO and PRIVATECO shall each endeavor in good faith to jointly develop, and each Party shall consult and cooperate with the other Party, and consider in good faith the views of the other Party with respect to (A) the strategy, timing and form for obtaining any Competition Approval and, if required, the CNIE Approval (including directing the timing, nature and substance of all such responses, including any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party in connection with the subject matter of this Section 1.1 of Annex IV (*Covenants Related to Consents*)); (B) the defense and settlement of any Proceeding; and (C) the Parties' contact, strategy, timing decisions and communications with respect to all filings made hereunder in connection with the Competition Approvals and the CNIE Approval and shall use their respective best efforts to cooperate with each other in this regard. Each Party shall have the right to be present at or participate in any substantive meetings, calls or any other means of communication with any Governmental Entities related to the Competition Approvals and the CNIE Approval, and have input on, and the ability to review in advance, all filings and submissions being made to such Governmental Entities. In the event that PUBCO and PRIVATECO are unable to agree on a matter relating to Mexico Competition Approval strategy, timing, filings, submissions or advocacy, or the defense or settlement of any Mexico Competition Approval proceeding, PRIVATECO shall determine how the parties proceed. For avoidance of doubt, PUBCO and PRIVATECO will jointly devise, control, and implement the strategy for obtaining any Competition Approval other than the Mexico Competition Approval, including timing, filings, submissions, advocacy, and the defense or settlement of any Competition Approval proceeding other than the Mexico Competition Approval proceeding. PUBCO and PRIVATECO shall not take any action with respect to any Regulatory Authority with the intention or that would reasonably be expected to materially hinder or materially delay any Competition Approval. Notwithstanding the foregoing, materials provided pursuant to this Section 1.1(a) of this Annex IV (*Covenants Related to Consents*) may be provided on an "outside counsel only" or "outside antitrust counsel only" basis, and may be reasonably redacted or withheld as necessary to address attorney-client privilege concerns, or to protect confidential or competitively sensitive information.

(b) *No Substantial Detriment.* Nothing in this Agreement shall require PUBCO or PRIVATECO to, and neither PUBCO nor PRIVATECO may, without the consent of the other Party, offer or comply with any commitment to any Person, Governmental Entity or Self-Regulatory Organization, or take any action (i) with respect to any assets, businesses or interests other than those of the Combined Company, PUBCO, PRIVATECO or their respective Subsidiaries; (ii) if any such commitment or action, individually or in the aggregate, would, or would reasonably be expected to, result in a Substantial Detriment; or (iii) without limiting clause (ii) above, unless any such commitment or action is conditioned on the consummation of the Merger and the other Transactions. For all purposes of this Agreement, the Mexico Competition Clearance shall not be deemed obtained if it is conditioned upon, or would require or result in any, Substantial Detriment.

(c) *Prior Review of Certain Information* Subject to applicable Law relating to the sharing of information (including the Mexico Exchange of Information Guidelines) and to the extent practicable, PUBCO and PRIVATECO shall cooperate with each other and provide the other or counsel with a reasonable advance opportunity to review and comment upon, and shall consider in good faith the views of the other Party in connection with, all submissions, filings and written or verbal communications (and any documents submitted therewith) intended to be submitted to, any Governmental Entity or

Self-Regulatory Organization (if applicable), in connection with the Merger and the other Transactions. Each of the Parties agrees not to participate in an substantive meeting or discussion with any Governmental Entity or Self-Regulatory Organization in connection with the Merger or the other Transactions unles it has provided the other Party (or the other Party's outside counsel) with reasonable advance notice of the discussion or meeting and the opportunity to participate therein unless prohibited by the Governmental Entity or Self-Regulatory Organization, as applicable. PUBCO and PRIVATECO shall keep ea other apprised of all material written and verbal discussions with any Governmental Entity or Self-Regulatory Organization in respect of any filings, investigatio or other inquiry in connection with the Merger and the other Transactions.

(d) *Furnishing of Information*. PUBCO and PRIVATECO each shall, upon request by the other and subject to applicable Laws relati to the sharing of information (including the Mexico Exchange of Information Guidelines), promptly furnish the other with a copy of all notices or othe communications received or provided by PUBCO or PRIVATECO, as the case may be, from or to any Governmental Entity or Self-Regulatory Organizati (if applicable) (or a description thereof, in the case of oral communications), and shall promptly furnish the other with all information concerning itself, its Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with any statement, filing, notice or application made by or on behalf of PUBCO or PRIVATECO or any of their respective Subsidiaries to any Person or any Governmental Entity Self-Regulatory Organization in connection with the Transactions.

(e) *Status Updates and Notice*. Subject to applicable Law and the instructions of any Governmental Entity or any Self-Regulator Organization (if applicable), each of PUBCO and PRIVATECO shall keep the other apprised of the status of matters relating to completion of t Transactions and promptly notify the other Party of any development which is material or potentially material to the issuance of any Consent. PUBCO an PRIVATECO shall regularly review with each other the progress of any filings, investigation or other inquiry by a Governmental Entity or Self-Regulato Organization, and discuss with each other the scope, timing and tactics of any such actions in relation thereto with a view to obtaining approval from (or expiration or termination of any applicable waiting period with regard to or any investigation by) the applicable Governmental Entity or Self-Regulatory Organization at the earliest reasonable opportunity. Without limiting the foregoing, each of PUBCO and PRIVATECO shall give notice to the other Par within one Business Day after becoming aware of the same, of the issuance of any Consents (including non-confidential copies, if any, of the Consent as soo as received from the relevant Regulatory Authority).

(f) *Treatment of Sensitive/Privileged Information.* Notwithstanding anything to the contrary contained herein, for any information exchanged under Section 1.1 of this Annex IV (*Covenants Related to Consents*), it is understood that PUBCO and PRIVATECO may, as each deem advisable and necessary, reasonably designate any commercially or competitively sensitive material provided to the other Party under Section 1.1 of this Annex IV (*Covenants Related to Consents*) or any subsection thereof as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and shall not be disclosed by such outside counsel to employees, officers, or directors of the recipient unless express permission (in writing) is obtained in advance from the source of the materials (PUBCO or PRIVATECO, as the case may be) or its legal counse *provided*, *further*, that materials provided pursuant to Section 1.1 of this Annex IV (*Covenants Related to Consents*) or any subsection thereof may, to the extent permitted by Law or the Governmental Entity or Self-Regulatory Organization concerned, be redacted (i) to remove references concerning the valuatio of the Transactions, (ii) as necessary to comply with contractual arrangements with third parties, and (iii) as necessary to address reasonable privilege concerns. The Parties agree to treat information protected from disclosure under the attorney-client privilege, work product doctrine, joint defense privilege o any other privilege pursuant to Section 1.1 of this Annex IV (*Covenants Related to Consents*) in a manner so as to preserve the applicable privilege.

ANNEX V

PREPARATION OF SECURITIES FILINGS, MEETING MATERIALS AND RELATED MATTERS

Section 1.1 Preparation of Required Documentation.

(a) As promptly as reasonably practicable after the date of this Agreement, the Key PRIVATECO Holders shall file with the Board Governors (*Junta de Gobierno*) of the CNBV a request to exempt such holders from having to launch a tender offer in order to acquire the ownership stake in PUBCO that they would be acquiring as part of the Transactions (the "TO Exemption Request" and the approval thereof by the Board of Governors (*Junta de Gobierno*) of the CNBV, the "TO Exemption") pursuant to Section VI of Article 102 of the LMV, together with such other materials as are required pursuant to the LMV and the Regulations. PRIVATECO and PUBCO shall take such actions as are required to obtain the TO Exemption as promptly practicable following filing of the TO Exemption Request.

(b) As promptly as reasonably practicable after the date of this Agreement, PUBCO and PRIVATECO shall prepare, and PUBCO sh file (i) with the CNBV a request to update the registration of the PUBCO Shares in the National Securities Registry (*Registro Nacional de Valores*), together with such other materials as are required pursuant to Article 75 of the LMV and the corresponding articles of the CUE in order to register the Combine Company Shares to be issued in connection with the Merger with the RNV (such materials, collectively, the "MX Registration Application", and the CNBV's written approval thereof, the "MX Registration Approval"), (ii) solely if required, with the NYSE a listing application (the "NYSE Listing Application") for the listing of the Combined Company ADSs on the NYSE, and (iii) with the BMV, a notice on the increase of the number of shares and any documents require to deposit the share certificate representing the Combined Company Shares with Indeval (the "BMV Listing Application") for the listing of the Combined Company Shares on the BMV and the deposit the share certificate representing the Combined Company Shares with Indeval. PRIVATECO and PUBC shall (x) take such actions as are required to obtain the MX Registration Approval as promptly as practicable following filing of the MX Registratio Application, and (y) satisfy any applicable Mexico, U.S. or other applicable securities Laws in connection with the issuance of the Combined Compan Securities, as applicable, pursuant to the Merger.

(c) As promptly as reasonably practicable in accordance with applicable Law, PUBCO shall prepare, and PUBCO shall (i) file ar publish as may be required by the BMV or LMV and in accordance with applicable Mexico Law, the convening notice for each PUBCO Shareholder Meeting, in each case with the electronic system of Commercial Companies (*Sistema Electrónico de Publicaciones de Sociedades Mercantiles*) of the Ministry of Economy at least 15 days prior to the date of the corresponding PUBCO Shareholders' Meeting, and disclose to the PUBCO shareholders t Information Statement; (ii) publish and make available on PUBCO's registered website, the information related to the Merger or which shall be presented t the PUBCO Shareholders' Meeting; and (iii) make such information available at PUBCO's registered office in Mexico City, Mexico, including ar documentation required or conducive for the holders of PUBCO Shares (which may be based on the Information Statement or MX Registration Applicatio to be adequately informed about the Transactions (the materials contemplated by the foregoing clauses (i)-(iii), collectively, the "PUBCO Meeting Materials"). At most one day after publishing the call to the PUBCO Shareholders' Meeting, PUBCO shall publicly disclose the *declaración de información de restructuración societaria* in respect of the Transaction (the "Information Statement"), together with applicable proforma financials and (to the extent required by applicable Law) the Morgan Stanley Fairness Opinion.

(d) Subject to applicable Law, each of PUBCO and PRIVATECO shall promptly furnish (including to the other Party and Representatives) all information concerning itself or its Subsidiaries, Non-Consolidated Ventures or SPVs as may be reasonably necessary or appropriate i connection with such actions and the preparation of the TO Exemption Request, the Information Statement, the MX Registration Application, the NYS Listing Application (if applicable), the BMV Listing Application and the PUBCO Meeting Materials (collectively the "Securities Filings"), including all such information and financial statements as reasonably necessary, customary or appropriate to prepare any pro forma financial statements and related footnotes required to be included in the foregoing ("Pro Forma Financials"); *provided* that neither Party shall use any such information for any other purpose without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) or if doing so would violate or cause a violation of applicable securities Laws. Following the date hereof, the Parties shall, and shall cause their respective Representatives to, reasonably cooperate i the prompt preparation of the Pro Forma Financials. Each of PUBCO and PRIVATECO shall provide each other with a reasonable opportunity to revie each Securities Filing and any amendments or supplements thereto (which comments shall be reasonably considered by the Party making such Securities Filing prior to their filing. No filing of, or amendment or supplement to, such Securities Filing shall be made by PUBCO or PRIVATECO, without the prior writt consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed). Subject to applicable Law, each of PUBCO an PRIVATECO agree that the information relating to PUBCO and PRIVATECO and their respective businesses (including their respective Subsidiari included in the Securities Filings shall be identical in terms of content to the maximum practicable extent. Each Party agrees to correct promptly any information provided by it for use in the Securities Filings if and to the extent that such information shall have become false or misleading in any material respect or as otherwise required by applicable Law. The Parties shall notify each other promptly of the receipt of any comments from the SEC or its staff or any request by any other Governmental Entity for amendments or supplements to any Securities Filing, and will supply each other with copies of any related correspondence to the extent permitted by applicable Law. PUBCO shall promptly advise PRIVATECO of the time of receipt of the MX Registration Approval, the issuan of any stop order relating thereto or the suspension of the qualification of the applicable Combined Company Securities for offering or sale in Mexico or the U.S., as applicable.

(e) Each of PUBCO and PRIVATECO shall also take any other action (other than qualifying to do business generally in any jurisdiction which it is not now so qualified) required to be taken under the Securities Act, the Exchange Act, the LMV or other applicable securities Laws or any applicable state securities or "blue sky" laws and the rules and regulations thereunder, in connection with the Transactions and the issuance and listing of the Combined Company Shares and Combined Company ADSs.

(f) PUBCO shall declare a record date and take, in accordance with applicable Law, the applicable rules and regulations of the SEC, th NYSE, the LMV, the BMV, and the Organizational Documents of PUBCO, all actions necessary to convene an extraordinary meeting of its shareholde (such meeting, or any adjournment, postponement or new call thereof in accordance with this Agreement, the "PUBCO Shareholders' Meeting") as promptly as practicable following the date of this Agreement, at which the matters necessary to obtain the PUBCO Requisite Vote shall be submitted for approval by the PUBCO Shareholders. The PUBCO Board shall, and PUBCO shall, use its reasonable best efforts to obtain the PUBCO Requisite Vote (inclu recommending through the PUBCO Board the obtaining of the PUBCO Requisite Vote), and include the PUBCO Recommendation in the Informat Statement. PUBCO may postpone, adjourn or call to a new PUBCO Shareholders' Meeting (A) with the prior written consent of PRIVATECO, wh consent shall not be unreasonably withheld, conditioned or delayed; (B) if a quorum has not been established in accordance with the Organizational Documents of PUBCO; (C) to allow reasonable additional time for the publication, filing, mailing or dissemination of any supplemental or amended Information Statemer or PUBCO Meeting Materials which PUBCO has determined in good faith after consultation with outside counsel is reasonably likely to be required und applicable Law and for such supplemental or amended PUBCO Meeting Materials to be published, filed, mailed or disseminated and reviewed by th PUBCO shareholders prior to the applicable PUBCO Shareholders' Meeting; (D) in connection with PUBCO's termination of this Agreement; or (E) required by Law or reasonably required to obtain the CNIE Approval and/or the Competition Approvals.

Section 1.2 PRIVATECO Shareholder Approval; PRIVATECO Shareholders' Meeting.

(a) Immediately after the execution of this Agreement, PRIVATECO shall use reasonable best efforts to as promptly as possible (i) in an event within 48 hours of the execution hereof, provide written notice to each Other PRIVATECO Holder of the Transaction and (ii) submit to and seek t obtain from each Other PRIVATECO Holder the PRIVATECO Written Consent. Upon receipt of the duly executed and notarized PRIVATECO Writ Consent, PRIVATECO shall promptly provide to PUBCO written notice thereof and (in any event by the PRIVATECO Approval Deadline) a true, compl and unredacted copy of the duly executed and notarized PRIVATECO Written Consent.

(b) If, as of 11:59 pm Eastern Time on the date that is 25 days following the date of this Agreement, PRIVATECO has not validl

obtained and delivered to PUBCO the PRIVATECO Written Consent in accordance with Section 1.2 of this Annex V, PRIVATECO shall declare a record date and take, in accordance with applicable Law, the applicable rules and regulations of its Organizational Documents, all actions necessary to convene an extraordinary meeting of its shareholders (the "PRIVATECO Shareholders' Meeting") as promptly as practicable and in any event no later than January 31, 2026 (the "PRIVATECO Approval Deadline") to vote on the PRIVATECO Consent Matters. In connection with the PRIVATECO Shareholders' Meeting, the PRIVATECO Board shall make the PRIVATECO Recommendation and include the PRIVATECO Recommendation in the PRIVATECO Meeting Materials.

ANNEX VI

ACQUISITION PROPOSALS

Section 1.1 Acquisition Proposals.

(a) Without limiting any of such Party's other obligations under this Agreement, each of PUBCO and PRIVATECO agrees that, from and after the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with its terms, neither it nor any of its Subsidiaries nor any of their respective officers, directors or employees, and each of them shall instruct and cause its and its Subsidiaries' Representatives not to, directly or indirectly, (i) initiate, solicit, encourage, facilitate, or induce any inquiry or the making, submission or announcement of, any proposal or offer that constitutes, or could reasonably be expected to result in, an Acquisition Proposal, (ii) subject to Section 1.1(b) of this Annex VI (*Acquisition Proposals*), have any discussion with any Person relating to any Acquisition Proposal (other than to decline to engage in discussions), engage in any negotiations concerning an Acquisition Proposal, or facilitate any effort or attempt to make an Acquisition Proposal, (iii) subject to Section 1.1(b) of this Annex VI (*Acquisition Proposals*), provide any information or data to any Person in relation to an Acquisition Proposal, (iv) approve or recommend, or propose publicly to approve or recommend, any Acquisition Proposal, or (v) approve or recommend, propose publicly to approve or recommend, or execute or enter into, any letter of intent, agreement in principle, memorandum of understanding, merger agreement, acquisition agreement, business combination agreement or other similar agreement or propose publicly or agree to do any of the foregoing related to any Acquisition Proposal.

(b) Notwithstanding anything in this Agreement to the contrary, (i) the PUBCO Board shall be permitted to comply with Rule 14d-9 and Rule 14e-2 of the Exchange Act and the applicable rules and regulations of the NYSE and BMV *provided* that the foregoing shall in no way eliminate or modify the effect that any such action would otherwise have under this Agreement, and (ii) if at any time following the date hereof, PUBCO receives a *bona fide* written Acquisition Proposal from a third party that did not result from a violation of Section 1.1 of this Annex VI (*Acquisition Proposals*), then, provided that PUBCO has complied with Section 1.1(c) of this Annex VI (*Acquisition Proposals*), PUBCO may (A) furnish information (including non-public information) to such Person that has delivered the *bona fide* written Acquisition Proposal and (B) engage in discussions or negotiations with such Person with respect to the Acquisition Proposal; *provided* that (1) prior to so furnishing such information or engaging in any such discussion or negotiations, as the case may be, PUBCO receives from such Person an executed confidentiality agreement on terms no less restrictive, in the aggregate, than those contained in the Confidentiality Agreement (an "Acceptable Confidentiality Agreement") and (2) any non-public information concerning PUBCO provided or made available to such Person shall, to the extent not previously provided or made available to PRIVATECO be provided or made available to PRIVATECO as promptly as reasonably practicable (and in no event later than 24 hours) after it is provided or made available to such Person.

(c) From and after the date hereof, PUBCO or PRIVATECO, as applicable, shall promptly (and in any event within 24 hours), notify the other Party (an "Acquisition Proposal Notice") in the event that it receives (i) any Acquisition Proposal or a written indication by any Person that it is considering making an Acquisition Proposal, or (ii) any inquiry or request for discussions or negotiations regarding any Acquisition Proposal. PUBCO or PRIVATECO, as applicable, shall notify the other Party (orally and in writing) as promptly as reasonably practicable (and in any event within 24 hours) of the identity of such Person and provide an unredacted copy of such Acquisition Proposal, indication, inquiry or request or any amendments thereto (or a reasonably detailed description of such Acquisition Proposal, indication, inquiry or request). Subject to applicable Law, PUBCO and PRIVATECO shall keep the other Party informed on a reasonably current basis of the status of any Acquisition Proposal, indication, inquiry or request, any material developments, and, to the extent applicable, discussions and negotiations related thereto.

(d) Notwithstanding anything to the contrary contained in this Agreement, if, prior to such time as the PUBCO Requisite Vote is obtained, PUBCO has received or PRIVATECO has received, as applicable, an Acquisition Proposal from a third party that did not result from a breach of Section 1.1 of this Annex VI (*Acquisition Proposals*) and the PUBCO Board or the PRIVATECO Board, as applicable, determines in good faith, after consultation with its financial advisor and outside counsel, that such Acquisition Proposal constitutes a Superior Proposal, after giving effect to all of the adjustments to the terms and conditions of this Agreement that have been delivered to PUBCO by PRIVATECO or to PRIVATECO by PUBCO, as applicable, in writing during the Notice Period (or any extension thereof), then prior to receipt of the PUBCO Requisite Vote, the PUBCO Board or the PRIVATECO Board, as applicable, may cause PUBCO or PRIVATECO to enter into an Alternative Acquisition Agreement with respect to such Superior Proposal, provided that:

(i) prior to entering into an Alternative Acquisition Agreement in respect of a Superior Proposal, PUBCO or PRIVATECO, as applicable, shall have provided the other Party with a written notice (the "Change in PUBCO Notice" or "Change in PRIVATECO Notice") that PUBCO or PRIVATECO intends to take such action no later than five Business Days prior to taking such action, which notice shall include, to the extent not included in the applicable Acquisition Proposal Notice, an un-redacted copy of the applicable Acquisition Proposal that is the basis of such action (including the identity of the Person making such Acquisition Proposal);

(ii) during the five Business Day period following PRIVATECO's or PUBCO's receipt of the Change in PUBCO Notice (the "Notice Period"), PUBCO or PRIVATECO, as applicable, shall have, and have caused its Representatives to, negotiate with the other Party in good faith (to the extent the other Party desires to negotiate) to make such adjustments in the terms and conditions of this Agreement as may cause the

PUBCO Board or the PRIVATECO Board to (in its sole discretion) determine to forego accepting the relevant Acquisition Proposal; and followi the end of such five Business Day period, the PUBCO Board or the PRIVATECO Board, as applicable, shall have determined in good faith, af consultation with its financial advisor and outside legal counsel, taking into account any changes to this Agreement proposed in writing by PRIVATECO or PUBCO in response to the Change in PUBCO Notice or Change in PRIVATECO Notice, as applicable, or otherwise, whe such Acquisition Proposal remains a Superior Proposal and whether to proceed with accepting such Acquisition Proposal. Any amendment to the financial terms or any other material amendment of such Acquisition Proposal (in the case of PUBCO, solely prior to the time in which PUBCO entitled to terminate this Agreement pursuant to Section 1.3(a) of Annex IX (*Termination*)) shall require a new Change in PUBCO Notice or Chang in PRIVATECO Notice and PUBCO or PRIVATECO, as applicable, shall be required to comply again with the requirements of this Section 1.1(d) of this Annex VI (*Acquisition Proposals*); and

(iii) prior to or substantially concurrently with PUBCO's entry into an Alternative Acquisition Agreement with respect to such Superior Proposal, PUBCO shall have exercised its right to terminate this Agreement in accordance with Section 1.3(a) of Annex IX (*Termination*).

(e) Each of PUBCO and PRIVATECO agrees that it will, and will cause its Representatives and its Subsidiaries and such Subsidiarie Representatives to, immediately cease and cause to be terminated any activities, discussions or negotiations existing as of the date of this Agreement with any parties with respect to any Acquisition Proposal.

(f) Nothing in Section 1.1 of this Annex VI (*Acquisition Proposals*) shall (x) permit PUBCO or PRIVATECO to terminate th Agreement (except as specifically provided in Annex IX (*Termination*)), or (y) affect any other right or obligation of PUBCO or PRIVATECO under th Agreement, except as otherwise expressly set forth in this Agreement.

ANNEX VII

EMPLOYEE AND D&O MATTERS

Section 1.1 Employee Matters.

(a) The Parties agree that, for a period of one year following the Effective Time, the Combined Company will provide or cause to be provided, to each employee of PRIVATECO or PUBCO who continues to be employed by a member of the Combined Company Group (individually, "Continuing Employee" and collectively, "Continuing Employees") who is not covered by a Collective Bargaining Agreement with (i) a base salary or wage rate that is no less favorable than the base salary or wage rate provided to such Continuing Employee as of immediately prior to the Effective Time, (ii) target cash bonus opportunity and commissions opportunity that are no less favorable in the aggregate than the target cash bonus opportunity and commissions opportunity provided to such Continuing Employee as of immediately prior to the Effective Time, and (iii) employee benefits (excluding equity and equity-based incentives severance, change in control, or retention benefits; defined benefit pension or nonqualified deferred compensation plans; and post-employment or retiree health or welfare benefits) that are no less favorable in the aggregate than employee benefits (excluding equity and equity-based incentives; severance, change in control, or retention benefits; defined benefit pension or nonqualified deferred compensation plans; and post-employment or retiree health or welfare benefits) provided to such Continuing Employee as of immediately prior to the Effective Time. The employment terms and conditions of each Continuing Employee whose employment is covered by a Collective Bargaining Agreement shall be governed by the applicable Collective Bargaining Agreement.

(b) Prior to making any broad-based notices or communications to the employees of PUBCO or PRIVATECO pertaining to employme or compensation or benefit matters that are affected by the Transactions or employment thereafter, each Party shall provide the other Party with an advance copy of the intended communication (including the script or other materials for any town hall meetings or other verbal communications), the other Party shall have a reasonable period of time to review and comment on the communication, and the relevant Party shall consider any such comments in good faith.

(c) Nothing contained in this Agreement is intended to (i) be treated as an amendment of any particular Benefit Plan or Collective Bargaining Agreement, (ii) prevent PUBCO, PRIVATECO, the Combined Company or any of their respective affiliates from amending or terminating any their respective Benefit Plans in accordance with their terms, (iii) prevent PUBCO, PRIVATECO, the Combined Company or any of their respective affiliate after the Closing, from terminating the employment of any PUBCO Employee or PRIVATECO Employee or (iv) create any third-party beneficiary rights any employee of PUBCO, PRIVATECO or any of their Subsidiaries, any beneficiary or dependent thereof, or any collective bargaining or oth representative thereof, with respect to the compensation, terms and conditions of employment or benefits that may be provided to any PUBCO Employee o PRIVATECO Employee by PUBCO, PRIVATECO, the Combined Company or any of their respective affiliates or under any Benefit Plan which PUBC PRIVATECO, the Combined Company or any of their respective affiliates may maintain.

Section 1.2 Indemnification; Directors' and Officers' Insurance.

(a) For a period of [***] years from and after the Closing, the Combined Company shall indemnify and hold harmless each present and former director and officer of PRIVATECO (in each case, when acting in such capacity) (the "D&O Indemnified Parties") to the same extent such Persons are indemnified as of the date of this Agreement by PRIVATECO pursuant to applicable Law, the PRIVATECO Organizational Documents or ar indemnification agreements in existence on the date of this Agreement between PRIVATECO and any such directors or officers thereof (to the extent made

available to PUBCO prior to the date of this Agreement) (an "Indemnification Agreement") for acts or omissions in their capacity as directors or officers of PRIVATECO or PUBCO occurring at or prior to the Effective Time. The Combined Company will advance expenses (including reasonable legal fees a expenses) incurred in the defense of any Proceedings with respect to the matters subject to indemnification pursuant to this Section 1.2 of this Annex VI (*Employee and D&O Matters*) in accordance with the procedures set forth in such Organizational Documents or Indemnification Agreements, as applicable in existence on the date of this Agreement; *provided* that the Person to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Person is not entitled to indemnification.

(b) Any D&O Indemnified Party wishing to claim indemnification under Section 1.2(a) of this Annex VII (*Employee and D&O Matters*), upon learning of any such indemnifiable matter, including any Proceeding in respect thereof, shall promptly notify the Combined Company thereof, but the failure to so notify shall not relieve the Combined Company of any liability it may have to such D&O Indemnified Party except to the extent such failur materially prejudices the Combined Company. The existing procedural requirements with respect to any indemnification claims as provided under applicable Law, Organizational Documents or any Indemnification Agreements shall continue to apply in accordance with their terms.

(c) The Parties shall cooperate prior to Closing to obtain and prepay, and the Combined Company shall cause to be effective at the Effective Time and thereafter maintain in full force and effect, one or more "tail" insurance policies with a claims period of at least [***] years from the Effective Time with respect to directors' and officers' liability insurance in amount and scope at least as favorable as PRIVATECO's existing policies (accurate and complete copies which have been previously made available to PUBCO) for claims arising from facts or events that occurred on or prior to the Effective Tim (the "D&O Insurance"); *provided*, that the Combined Company may following the Effective Time substitute therefor policies of at least the same coverage containing terms and conditions that are substantially equivalent and in any event not less favorable in the aggregate than PRIVATECO's equivalent existing policies with respect to matters occurring prior to the Effective Time; *provided*, *however*, that the Combined Company will not be required to pay an annual premium for the D&O Insurance in excess of [***]% of the last annual premium paid by PRIVATECO therefor prior to the date of this Agreement. Th provisions of the immediately preceding sentence will be deemed to have been satisfied if prepaid policies have been obtained prior to the Effective Time, which policies provide such directors and officers with coverage for an aggregate period of [***] years with respect to claims arising from facts or events that occurred on or before the Effective Time, including in respect of the transactions contemplated by this Agreement.

(d) For a period of [***] years from and after the Effective Time, the Combined Company will cause its Organizational Documents t contain provisions no less favorable with respect to exculpation and indemnification of the D&O Indemnified Parties periods at or prior to the Effective Tim than are currently set forth in the PRIVATECO Organizational Documents. The Combined Company will cause the Indemnification Agreements to continue full force and effect in accordance with their terms following the Effective Time. In the event the Combined Company (i) consolidates with or merges into any other Person and will not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then proper provision will be made so that such continuing or surviving corporation or entity or transferee of such assets, as the case may be, will assume the obligations set forth in this Section 1.2 of this Annex VII (*Employee and D&O Matters*).

(e) The provisions of Section 1.2 of this Annex VII (*Employee and D&O Matters*) are intended to be for the benefit of, and shall be enforceable by, each of the D&O Indemnified Parties. The rights of the D&O Indemnified Parties under Section 1.2 of this Annex VII (*Employee and D&O Matters*) shall be in addition to any rights such D&O Indemnified Parties may have under any applicable Organizational Documents, Contract or Law.

Section 1.3 Non-Solicitation. In the event of termination of this Agreement in accordance with its terms, from such date of termination until the date that is [***] months following such date of termination, neither Party nor its Subsidiaries will, without the other Party's prior written consent, directly or indirectly, (a) hire or solicit for employment any senior member of management or executive of the other Party or its Subsidiaries (any such employee, a "Restricted Employee"), or (b) attempt to induce any such Restricted Employee to terminate their employment with the other Party or its Subsidiaries *provided* that the foregoing shall not apply to (i) general public solicitations not specifically targeted at the other Party's or its Subsidiaries' Restricted Employees, (ii) soliciting or hiring Restricted Employees terminated by the other Party or its Subsidiaries, or (iii) soliciting or hiring Restricted Employees wh voluntarily resigned from employment with the other Party or its Subsidiaries (without prior inducement or solicitation in violation of this Section 1.3 of this Annex VII (*Employee and D&O Matters*) after at least 180 days have passed since such resignation.

ANNEX VIII

Reserved

ANNEX IX

TERMINATION

Section 1.1 Termination by Mutual Consent. This Agreement may be terminated by mutual written consent of PUBCO and PRIVATECO at an

time prior to the Closing.

Section 1.2 Termination by Either Party. This Agreement may be terminated by either PUBCO or PRIVATECO at any time prior to the Closing:

(a) if the Closing shall not have occurred by the date that is twelve months from the date of this Agreement (such date, the "Outside Date"), whether such date is before or after the date of the receipt of the PUBCO Requisite Vote; *provided*, *however*, that if as of the Outside Date each condition to Closing set forth in Article VII of the Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to such conditions being capable of satisfaction if the Closing were to occur at the Outside Date) has been satisfied or waived, other than the conditions to Closing set forth in Section 7.1(e)(i), Section 7.1(e)(ii), or Section 7.1(g), the Outside Date shall be automatically extended pending satisfaction of such conditions to Closing for an additional six months; *provided*, *further*, that the right to terminate this Agreement pursuant to this Section 1.2(a) of this Annex IX (*Termination*), may not be exercised by any Party whose failure to perform any material covenant or obligation under this Agreement has been the principal cause of, or resulted in, the failure of the Effective Time to occur on or before such date;

(b) if the PUBCO Requisite Vote shall not have been obtained at the PUBCO Shareholders' Meeting or at any adjournment or postponement thereof in accordance with this Agreement and the PUBCO Organizational Documents; or

(c) if any court of competent jurisdiction or other Governmental Entity has issued an Order or taken any other action permanently restraining, enjoining or otherwise prohibiting the Merger, which Order or other action has become final and nonappealable.

Section 1.3 Termination by PUBCO. This Agreement may be terminated by PUBCO by written notice to PRIVATECO:

(a) at any time following the satisfaction or waiver of each condition to Closing set forth in Section 7.1 and Section 7.3 of this Agreement (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to such conditions being capable of satisfaction if the Closing were to occur at such time of termination);

(b) at any time prior to the Closing (i) if PRIVATECO (A) willfully breaches or fails to perform any of its covenants or agreements contained in this Agreement in any material respect or (B) breaches or fails to perform any of its covenants or agreements in this Agreement in a manner that would be reasonably likely to prevent or materially delay completion of the Transactions or result in a Substantial Detriment; or (ii) if any of the representations or warranties of PRIVATECO contained in Annex II (*Representations and Warranties of PRIVATECO*) fails to be true, complete and correct where such failure to be true, complete and correct, individually or in the aggregate, constitutes a Material Adverse Effect with respect to PRIVATECO or a Substantial Detriment; *provided*, *however*, that, in each case, such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (x) 30 days after the giving of notice thereof by PUBCO to PRIVATECO or (y) three Business Days prior to the Outside Date; *provided*, *further*, that the right to terminate this Agreement pursuant to this Section 1.3(b) of this Annex IX (*Termination*) shall not be available if PUBCO is then in material breach of any of its representations, warranties, covenants or other agreements hereunder;

(c) at any time, prior to receipt of the PUBCO Requisite Vote, in connection with the PUBCO Board's acceptance of a Superior Proposal in accordance with the provisions set forth in Section 1.1(d) of Annex VI (*Acquisition Proposals*);

(d) at any time after the Shareholder Approval Deadline if the PRIVATECO Shareholder Consent has not been obtained; or

(e) at any time, prior to receipt of the PUBCO Requisite Vote, following the PRIVATECO Board's acceptance of a Superior Proposal in accordance with the provisions set forth in Section 1.1(d) of Annex VI (*Acquisition Proposals*).

Section 1.4 Termination by PRIVATECO. This Agreement may be terminated by PRIVATECO by written notice to PUBCO:

(a) at any time prior to the Closing (i) if PUBCO (A) willfully breaches or fails to perform any of its covenants or agreements contained in this Agreement in any material respect or (B) breaches or fails to perform any of its covenants or agreements in this Agreement in a manner that would be reasonably likely to prevent or materially delay completion of the Transactions or result in a Substantial Detriment; or (ii) if any of the representations or warranties of PUBCO contained in Annex III (*Representations and Warranties of PUBCO*) fails to be true, complete and correct where such failure to be true, complete and correct, individually or in the aggregate, constitutes a Material Adverse Effect with respect to PUBCO or a Substantial Detriment; *provided*, *however*, that, in each case, such breach is not curable prior to the Outside Date, or if curable prior to the Outside Date, has not been cured within the earlier of (x) 30 days after the giving of notice thereof by PRIVATECO to PUBCO or (y) three Business Days prior to the Outside Date; *provided*, *further*, that the right to terminate this Agreement pursuant to this Section 1.4(a) of this Annex IX (*Termination*) shall not be available if PRIVATECO is then in material breach of any of its representations, warranties, covenants or other agreements hereunder;

(b) at any time, prior to receipt of the PUBCO Requisite Vote, following the PUBCO Board's acceptance of a Superior Proposal in accordance with the provisions set forth in Section 1.1(d) of Annex VI (*Acquisition Proposals*); or

(c) at any time, prior to receipt of the PUBCO Requisite Vote, in connection with the PRIVATECO Board's acceptance of a Superior Proposal in accordance with the provisions set forth in Section 1.1(d) of Annex VI (*Acquisition Proposals*).

Section 1.5 Effect of Termination.

(a) *Effect of Termination Generally.* In the event of termination of this Agreement pursuant to this Annex IX (*Termination*), this Agreement (other than as set forth in this Section 1.5(a) of this Annex IX (*Termination*) and other than the provisions of Article X (*Miscellaneous*)) shall become void and of no effect with no liability on the part of any Party (or of any of its directors, officers, employees, agents, legal and financial advisors or other Representatives); *provided*, *however*, that no such termination shall relieve any PRIVATECO or PUBCO, as the case may be, from paying the

PUBCO Termination Payment, the PRIVATECO Termination Payment, or the PUBCO Acquisition Proposal Termination Payment, as applicable, and sh be without prejudice to any and all remedies available at law (including, for the avoidance of doubt, for any breach of this Agreement leading to such PUBCC Termination Payment, PRIVATECO Termination Payment, or PUBCO Acquisition Proposal Termination Payment, as applicable); *provided, further*, that in the event of termination, the Parties shall cooperate with each other in connection with the withdrawal of any applications to or termination of proceedings before any Governmental Entity in connection with the Transactions.

(b) *Termination Payment Payable by PUBCO.* In the event that this Agreement is terminated (i) by PUBCO pursuant to Section 1.3(a) of this Annex IX (*Termination*) or (ii) (A) by either Party pursuant to Section 1.2(b) of this Annex IX (*Termination*) and (B) [***]. In the event that this Agreement is terminated (x) by PUBCO pursuant to Section 1.3(c) of this Annex IX (*Termination*) or (y) by PRIVATECO pursuant to Section 1.4(b) of this Annex IX (*Termination*), then PUBCO shall, prior to or substantially concurrently with such termination by PUBCO, or no later than two Business Da following such termination by PRIVATECO, pay or cause to be paid to PRIVATECO an amount equal to [***] (the "PUBCO Acquisition Proposa Termination Payment"). In no event shall PUBCO be required to pay (A) the PUBCO Termination Payment to PRIVATECO on more than one occasion, (the PUBCO Acquisition Proposal Termination Payment to PRIVATECO on more than one occasion or (C) both the PUBCO Termination Payment and PUBCO Acquisition Proposal Termination Payment to PRIVATECO.

(c) *Termination Payment Payable by PRIVATECO.* In the event that (A) this Agreement is terminated by PUBCO pursuant to Section 1.2(a) or Section 1.2(c) of this Annex IX (*Termination*) or by PRIVATECO pursuant to Section 1.2(a) or Section 1.2(c) of this Annex IX (*Termination*), (B) [***]. In the event that this Agreement is terminated (x) by PUBCO pursuant to Section 1.3(e) of this Annex IX (*Termination*) or (y) by PRIVATECC pursuant to Section 1.4(c) of this Annex IX (*Termination*), then PRIVATECO shall, prior to or substantially concurrently with such termination by PRIVATECO, or no later than two Business Days following such termination by PUBCO, pay or cause to be paid to PUBCO an amount equal to [***] ("PRIVATECO Acquisition Proposal Termination Payment"). In no event shall PRIVATECO be required to pay (A) the PRIVATECO Termination Payme to PUBCO on more than one occasion, (B) the PRIVATECO Acquisition Proposal Termination Payment to PUBCO on more than one occasion or (C) b the PRIVATECO Termination Payment and the PRIVATECO Acquisition Proposal Termination Payment to PUBCO. [***].

(d) In the event that this Agreement is terminated (i) by either Party pursuant to Section 1.2(b) of this Annex IX (*Termination*) and (ii) [***], PUBCO will pay to PRIVATECO the reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees an expenses) incurred by PRIVATECO in connection with the Transaction in an amount up to [***](the "Expense Reimbursement"), which Expense Reimbursement shall be paid prior to or substantially concurrently with such termination by PUBCO or no later than two Business Days following suc termination by PRIVATECO, as applicable. Any payment of the Expense Reimbursement hereunder shall reduce, on a dollar-for-dollar basis, any PUBC Termination Payment or PUBCO Acquisition Proposal Termination Payment Fee that becomes due and payable hereunder.

(e) *Taxation of Termination Payments*. A Termination Payment represents a penalty imposed under the terms of Section 1.5 of this Annex IX (*Termination*) on a Party in connection with termination of this Agreement, and it is agreed among the Parties to compensate PUBCO c PRIVATECO, as applicable, for damages deriving from the termination of this Agreement. The Parties acknowledge that payment of a Termination Paymer does not derive or in any case represent consideration for or resulting from the provision of any service or similar activity, as defined by the Mexican Value Added Tax Law, and therefore its payment shall not be subject to Mexican VAT. For the avoidance of doubt, in the event that a Termination Payment is payable under Section 1.5 of this Annex IX (*Termination*), the Party entitled to receive such payment shall not be entitled to collect any additional amounts from the paying Party in satisfaction of any taxes or other additional amounts for which the receiving Party is or may be liable in connection with the payment or receipt of such Termination Payment.

(f) *Acknowledgments; Recovery.* Each Party acknowledges that (i) the agreements contained in Section 1.5 of this Annex IX (*Termination*) are an integral part of the transactions contemplated by this Agreement, (ii) without these agreements, the Parties would not have entered into this Agreement and (iii) none of the PUBCO Termination Payment, the PRIVATECO Termination Payment, the PRIVATECO Acquisition Propo Termination Payment or the PUBCO Acquisition Proposal Termination Payment is a penalty, but rather is liquidated damages in a reasonable amount that wi compensate PUBCO or PRIVATECO, as applicable, in the circumstances in which the PUBCO Termination Payment, the PRIVATECO Terminat Payment, the PRIVATECO Acquisition Proposal Termination Payment or the PUBCO Acquisition Proposal Termination Payment is payable. Accordingly, either PRIVATECO or PUBCO fails to promptly pay any amounts due pursuant to Section 1.5 of this Annex IX (*Termination*) and, in order to obtain such payment, the Party entitled to payment commences a suit that results in a judgment against the other Party for the amounts set forth in Section 1.5 of this Annex IX (*Termination*), the Party against whom such judgment is rendered shall pay to the prevailing Party interest on the amounts due pursuant to Section 1.5 of this Annex IX from the date such payment was required to be made until the date of payment at the prime lending rate as published in The Wall Street Journa in effect on the date such payment was required to be made. If a suit is brought over the payments under Section 1.5 of this Annex IX (*Termination*), the prevailing Party shall be entitled to reimbursement of its reasonable out-of-pocket costs and expenses (including reasonable out-of-pocket attorneys' fees and expenses) in connection with such suit.

(g) *Exclusive Remedy*. Subject to the second proviso of Section 1.5(a) of this Annex IX (*Termination*) and notwithstanding Section 10.2 of the Agreement, in the event that the PUBCO Termination Payment, the PRIVATECO Termination Payment, or the PUBCO Acquisition Propo Termination Payment is paid or payable pursuant to this Annex IX (*Termination*), PUBCO or PRIVATECO's right to receive the PUBCO Terminati Payment, the PRIVATECO Termination Payment, or the PUBCO Acquisition Proposal Termination Payment, as applicable, shall be the sole and exclusi

remedy of such Party and its Affiliates and Representatives against the other Party and its Affiliates and Representatives under this Agreement or arising out o or related to this Agreement or the transactions contemplated hereby, and upon payment of such amount by the applicable Party, neither such paying Party nor any of its Affiliates or Representatives shall have any liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby, in each case whether based on contract, tort or strict liability, by the enforcement of any assessment, by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law or otherwise, except in each case for claims arising out of any fraud, intentional misrepresentation or willful breach.

(h) *Method of Payment*. All payments to PRIVATECO or PUBCO under this Section 1.5 of this Annex IX (*Termination*) will be made by wire transfer of immediately available funds to the account designated by PRIVATECO on Annex IX of the PRIVATECO Disclosure Schedule or b PUBCO on Annex IX of the PUBCO Disclosure Schedule, as applicable.

SCHEDULE I

DEFINED TERMS

"Acceptable Confidentiality Agreement" has the meaning set forth in Section 1.1(b) of (*Acquisition Proposals*).

"Acquisition Proposal" means, with respect to PRIVATECO or PUBCO, any offer or proposal from any person or group (other than PRIVATEC or PUBCO) concerning any, in a single transaction or series of related transactions, direct or indirect, (a) merger, consolidation, business combination, share exchange, recapitalization, liquidation, dissolution or similar transaction involving PRIVATECO or PUBCO, as applicable, which would result in any Person group (or the shareholders of any Person or group) beneficially owning, directly or indirectly, more than 20% or more of the voting power of PRIVATECO o PUBCO, as applicable, or 20% of the voting power of the surviving entity in a merger involving PRIVATECO or PUBCO, as applicable, or the resulti direct or indirect parent of the PRIVATECO or PUBCO, as applicable, or such surviving entity (or any securities convertible into, or exchangeable fo securities representing such voting power), (b) sale, lease, exchange, transfer, license or other disposition of assets of PRIVATECO or PUBCO, a applicable, representing 20% or more of the consolidated assets of PRIVATECO or PUBCO (whether based on the fair market value, revenue generation net income), (c) issuance or sale by PRIVATECO or PUBCO, as applicable, of Equity Interests representing, convertible into or exchangeable for 20% more of the voting power of PRIVATECO or PUBCO, (d) transaction in which any Person will acquire beneficial ownership or the right to acquire benefici ownership or any group has been formed which beneficially owns or has the right to acquire beneficial ownership of, Equity Interests representing 20% or more of the voting power of PRIVATECO or PUBCO, as applicable, (e) any tender offer or exchange offer, as defined pursuant to the Exchange Act, that consummated would result, directly or indirectly, in any person or group (or the shareholders of any person or group) beneficially owning 20% or more of the voting power of PRIVATECO or PUBCO, as applicable, or (f) any combination of the foregoing (in each case, other than the Merger).

"Acquisition Proposal Notice" has the meaning set forth in Section 1.1(c) of VI (*Acquisition Proposals*).

"Additional Director Nominee" has the meaning set forth in Section 3.1(b) of this Agreement.

"Additional Minority Director" has the meaning set forth in Section 3.1(b) of this Agreement.

"Additional Series A Director" means any additional director appointed by the Key PRIVATECO Holder pursuant to Clause Twenty Eighth of th Combined Company By-laws.

"ADS Deposit Agreement" means the Deposit Agreement, dated September 17, 2013, among PUBCO, The Bank of New York Mellon, a depositary thereunder, and all owners and holders from time to time of American Depositary Shares of issued thereunder.

"ADS Depositary" means The Bank of New York Mellon.

"AFAC" means the Mexican Civil Aviation Authority (*Agencia Federal de Aviación Civil*).

"Affiliate" or "affiliate" means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first-mentioned Person. For purposes of the foregoing, a Mexican trust shall be deemed to be an Affiliate of a Person whereby such Person directly or indirectly, exercises control over such trust. For these purposes, "control" shall include, without limitation, the power to appoint or designate a majority of the voting members of the trust's technical committee, or otherwise to direct or materially influence the management, administration, or decision-making of such trust, regardless of whether such Person holds any equity, beneficial, or economic interest in the trust.

"Aggregate Share Consideration" means 1,165,976,677 Combined Company Series A Shares (provided that, in the case of any recipients that are non-Mexican Qualified Holder, the Combined Company Series A Shares such recipients would be entitled to shall be substituted for the equivalent thereof i the form of Combined Company Series B Shares or Combined Company ADSs).

"Agreement" has the meaning set forth in the Preamble to this Agreement.

"Aircraft Finance Contracts" means PRIVATECO Aircraft Finance Contracts or PUBCO Aircraft Finance Contracts, as applicable.

"Alternate Director" has the meaning set forth in Section 3.1(a).

"Alternative Acquisition Agreement" means any agreement, letter of intent, memorandum of understanding, acquisition agreement, merger agreement,

agreement in principle, option or other similar Contract providing for or otherwise relating to any Acquisition Proposal (other than an Acceptable Confidentiality Agreement in accordance with the terms of this Agreement) or that is intended to result in, or would reasonably be expected to lead to, any Acquisition Proposal.

"Amended Notes" has the meaning set forth on Schedule 6.14(b).

"Amended NPA" has the meaning set forth on Schedule 6.14(b).

"Anti-Corruption Laws" means laws, regulations or orders relating to anti-bribery or anti-corruption (governmental or commercial), which apply to the business and dealings of the PRIVATECO Group or the PUBCO Group, as applicable, including laws that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any Government Official, commercial entity, or any other Person to obtain an improper business advantage; such as Mexican General Act of Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*), Mexican General Act of the National Anti-Corruption System (*Ley General del Sistema Nacional Anticorrupción*), Mexican Federal Criminal Code (*Código Penal Federal)*, the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time, the UK Bribery Act 2010 and all national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

"Aviation Regulations" means any Law or regulation of any governmental entity, official directive or mandatory requirement which applies to PUBCO, PRIVATECO or any of their respective Subsidiaries or a particular Aircraft or Engine, including, to the extent applicable, Federal Aviation Regulations.

"Benefit Plan" means any compensation or benefit plans (*prestaciones*), including such plans, funds, programs or agreements required to be maintained under applicable Law or pursuant to any internal policy of the corresponding employer in effect at any time, in each case providing for employee benefits to, or for the remuneration of said employer's current or former employees, directors, officers or consultants or independent contractors, including without limitation any deferred compensation, variable compensation, long term incentive plans, retirement, savings fund (*Fondo de Ahorro)*, savings and loan association (*Caja de Ahorro*), pension, profit sharing guarantee agreement or bonus (*convenio de pago o bono garantizado de reparto de utilidades*), stock purchase, stock option or other equity compensation plans (including phantom stock plans), health insurance, vacation, vacation premium, vacation bonus, personal leaves with salary payment, social security fees paid by the employer "in lieu" of the employee, severance, health, disability, productivity or any other type of bonus or incentive plan, agreement, program or policy or any other employee benefit plan, fund, program, agreement or arrangement, whether fully or partially paid by the employer and whether it is funded or not.

"Blue Sky Aggregator" means Blue Phoenix LLC, a Delaware limited liability company.

"BMV" means the Mexican Stock Exchange (*Bolsa Mexicana de Valores*).

"BMV Listing Application" has the meaning set forth in Section 1.1(b) of Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*).

"Business" means the business conducted by the PRIVATECO Group or the PUBCO Group, as applicable.

"Business Day" means any day other than Saturday, Sunday or any day on which commercial banks are required or authorized by Law to be closed in New York, New York or Mexico City, Mexico.

"Certificate" has the meaning set forth in Section 1.1 of this Agreement.

"CFF" has the meaning set forth in Section 6.12 of this Agreement.

"Change in PRIVATECO Notice" has the meaning set forth in Section 1.1(d)(i) of Annex VI (*Acquisition Proposals*).

"Change in PUBCO Notice" has the meaning set forth in Section 1.1(d)(i) of Annex VI (*Acquisition Proposals*).

"Closing" has the meaning set forth in Section 2.2 of this Agreement.

"Closing Date" has the meaning set forth in Section 1.2 of Annex I (*Combination Mechanics*).

"Closing Share Consideration" means the Aggregate Share Consideration *less* the Reserved Share Consideration.

"CNBV" means *Comisión Nacional Bancaria y de Valores*.

"CNIE Approval" means the authorization of the *Mexican Comisión Nacional de Inversiones Extranjeras* to effectuate the Closing, including amending PUBCO's By-laws substantially in the form of the Combined Company By-laws, amending the CPO Trust Agreement substantially in the form of the CPO Trust Amendment and issuing the Combined Company Series B-1 Shares and the Combined Company Series B-2 Shares and affording them the rights and protections set out in the Combined Company By-laws.

"Collective Bargaining Agreement" means any collective bargaining agreement or other Contract or written understanding or agreement (including any

side letter agreements, exhibits, or amendments thereto or any memoranda of understanding with any Union or any neutrality agreements) with a labor union, works council, employee association, labor organization, bargaining unit representative or other representative of any employees of a Party or such Party's Subsidiaries.

"Combined Company" has the meaning set forth in the Recitals to this Agreement.

"Combined Company ADS" means a PUBCO ADS.

"Combined Company Board" means the Board of Directors of the Combined Company, as of and following the Effective Time.

"Combined Company By-laws" has the meaning set forth in Section 2.1(a) of this Agreement.

"Combined Company CPO" means a PUBCO CPO.

"Combined Company Governance Documents" means the Combined Company By-laws and the Shareholders Agreement.

"Combined Company Group" means, collectively, following the consummation of the Merger, the Combined Company and its Subsidiaries.

"Combined Company MIP" has the meaning set forth in Section 6.11 of this Agreement.

"Combined Company Securities" means, individually or collectively, any of Combined Company Shares, Combined Company ADSs and Combined Company CPOs.

"Combined Company Series A Share" means a share of Class I or Class II Series A common stock, no par value, of PUBCO.

"Combined Company Series B Share" means a share of Series B ordinary stock, no par value, of the Combined Company.

"Combined Company Series B-1 Share" means a share of Series B-1 ordinary stock, no par value, of the Combined Company.

"Combined Company Series B-2 Share" means a share of Series B-2 ordinary stock, no par value, of the Combined Company.

"Combined Company Share" means a Combined Company Series A Share, a Combined Company Series B Share, a Combined Company Series B-1 Share, or a Combined Company Series B-2 Share, as applicable.

"Competition Approvals" means, collectively, (i) expiration or termination of the waiting period under the HSR Act (the "HSR Clearance"), (ii) authorization of the *Mexican Comisión Nacional Antimonopolio* (the foregoing clause (ii), the "Mexico Competition Clearance"), (iii) authorization of the *Colombian Unidad Administrativa Especial Aviacion Civil* (the foregoing clause (iii), the "Colombia AEROCIVIL Clearance"), and (iv) authorization of the competition authority in any other jurisdiction that both PUBCO and PRIVATECO agree is necessary.

"Confidentiality Agreement" means, individually and collectively, (i) the letter agreement, dated as of July 14, 2025, between the Parties, and (ii) the Joint Defense, Common Interest, and Confidentiality Agreement, dated as of November 12, 2025, by and between the Parties.

"Consent and Release of Claims" has the meaning set forth in Section 1.5(a) of Annex I of this Agreement.

"Consents" has the meaning set forth in Section 1.1(a) of Annex IV (*Covenants Related to Consents*).

"Consideration Information" has the meaning set forth in Section 1.9 of Annex I of this Agreement.

"Consideration Spreadsheet" has the meaning set forth in Section 1.9 of Annex I of this Agreement.

"Continuing Employee" has the meaning set forth in Section 1.1(a) of Annex VII (*Employee and D&O Matters*).

"Contract" means any contract, agreement, indenture, note, bond, license, lease or any other legally binding commitment, plan or arrangement, whether oral or written.

"Convertible Note" means each Note issued pursuant to the Note Purchase Agreement.

"CPO Trust Agreement" means the Trust Agreement number 80676, dated September 11, 2013, between PUBCO, as grantor, and Nacional Financiera, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo, as trustee.

"CPO Trust Amendment" means an amendment to the CPO Trust Agreement substantially in the form attached hereto as Exhibit F.

"CPO Trustee" means Nacional Financiera, Sociedad Nacional de Crédito, Institución de Banca de Desarrollo.

"Credit Card Contract" has the meaning set forth in Section 1.14(a)(vi) of Annex II (*Representations and Warranties of PRIVATECO*).

"CUE" means the Mexican Regulations Applicable to Issuers (*Disposiciones de carácter general aplicables a las emisoras de valores y a otros participantes del mercado de valores*) published by the CNBV, and as such regulations may be amended or superseded.

"Current PRIVATECO Balance Sheet" has the meaning set forth in Section 1.7(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"Current PUBCO Balance Sheet" has the meaning set forth in Section 1.7(a) of Annex III (*Representations and Warranties of PUBCO*).

"D&O Indemnified Parties" has the meaning set forth in Section 1.2(a) of Annex VII (*Employee and D&O Matters*).

"D&O Insurance" has the meaning set forth in Section 1.2(c) of Annex VII (*Employee and D&O Matters*).

"DHS" has the meaning set forth in Section 1.5 of Annex II (*Representations and Warranties of PRIVATECO*).

"DOT" has the meaning set forth in Section 1.5 of Annex II (*Representations and Warranties of PRIVATECO*).

"EDGAR" has the meaning set forth in Section 5.2(a).

"Effective Time" has the meaning set forth in Section 1.3 of Annex I (*Combination Mechanics*).

"EMISNET" has the meaning set forth in Section 5.2(a).

"Enforceability Exceptions" has the meaning set forth in Section 1.3(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"Environmental Laws" means any and all international, federal, state, local or foreign Laws, statutes, ordinances, regulations, treaties, policies, guidance, rules, judgments, orders, writs, court decisions or rule of common law, stipulations, injunctions, consent decrees, permits, restrictions and licenses, which (a) regulate or relate to the protection or clean-up of the environment; the use, treatment, storage, transportation, handling, disposal or release of Hazardous Substances, the preservation or protection of waterways, groundwater, drinking water, air, wildlife, plants or other natural resources, or the health and safety of Persons or property, including protection of the health and safety of employees; or (b) impose liability or responsibility with respect to any of the foregoing, including CERCLA, or any other law of similar effect.

"Equity Interest" means any share, capital stock, partnership, member or similar interest in any Person, and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable thereto or therefor.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" of any entity means any other entity which, together with such entity, would be treated as a single employer under Section 414 of the U.S. Tax Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Agent" has the meaning set forth in Section 1.6(a) of Annex I (*Combination Mechanics*).

"Exchange Fund" has the meaning set forth in Section 1.6(a) of Annex I (*Combination Mechanics*).

"Expense Reimbursement" has the meaning set forth in Section 1.5(d) of Annex IX (*Termination*).

"FAA" has the meaning set forth in Section 1.5 of Annex II (*Representations and Warranties of PRIVATECO*).

"FCC" has the meaning set forth in Section 1.5 of Annex II (*Representations and Warranties of PRIVATECO*).

"Federal Aviation Regulations" means Subtitle VII of Title 49 of the U.S. Code.

"Fractional Consideration" has the meaning set forth in Section 1.7 of Annex I (*Combination Mechanics*).

"Governmental Entity" means any national, federal, state, county municipal, local or foreign government, or other political subdivision thereof, any multinational organization or authority, any authority, agency, commission, or any entity exercising executive, legislative, judicial, regulatory, police, taxing or administrative functions, power or authority of or pertaining to government.

"Hazardous Substances" means any pollutant, chemical, substance, and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, material or waste, or any infectious agent or biological material, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including any quantity of asbestos in any form, urea formaldehyde, PCBs, radon gas, mold, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

"IAMSA Borrower" means Iamsa Aviación, S.A. de C.V. and Iamsa Aérea, S.A. de C.V.

"IAMSA Loan" means the existing financing by and among IAMSA Borrower, as borrowers, and PUBCO, as lender, dated as of April 30, 2025.

"IAMSA Payoff" means the occurrence of full cash repayment by IAMSA Borrower to PRIVATECO, prior to or as of the Closing, of all princip and interest outstanding under the IAMSA Loan, which repayment is financed via IAMSA Borrower's entry into a replacement loan with a third-party lend (extended for the purpose of repaying the IAMSA Loan); provided that, for the avoidance of doubt, such repayment shall not be in connection with, or effectuated via, any refinancing, loan or other financing, lending or debt arrangement in which any member of the PRIVATECO Group acts directly o indirectly as a lender or guarantor or otherwise makes any commitments in connection therewith.

"IAMSA Refinancing" means the refinancing of the IAMSA Loan at Closing on the terms attached hereto as Exhibit G.

"IFRS" means the International Financial Reporting Standards issued by the International Accounting Standards Board.

"Indebtedness" means, with respect to any Person, (a) all indebtedness of such Person for borrowed money, all debt securities of such Person, and al obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (b) all seller notes, promissory notes or similar liabilities issued by such Person, (c) all indebtedness secured by a purchase money mortgage or other Lien to secure all or part of the purchase price of property subject to such Lien, (d) all obligations of such Person under letters of credit, surety bonds, performance bonds, bank guarantees, bankers' acceptances and other similar instruments, (e) any capital lease or finance lease in the PRIVATECO Financial Statements or the PUBCO Financial Statements, as applicable, or accordance with IFRS (excluding any obligations associated with leases classified as operating leases in accordance with IFRS), (f) all liabilities with respect t interest rate protection agreements and currency obligation swaps, commodities or securities, hedges, derivatives, collars, caps, forward contracts, sale leasebacks or similar arrangements (including any breakage costs of such obligations), (g) all cash management services, treasury programs and similar arrangements, including in respect of any netting services, employee credit or purchase card programs, and overdraft and related liabilities arising from treasury, depository, cash pooling arrangements or automated clearing house transfers, in each case of this clause (g) to the extent secured by a Lien, (h) with respect to any item described in clauses (a) through (g), all principal, accrued or unpaid interest, prepayment or breakage premiums, breakage costs, penalties or fees, related expenses, commitment and other fees (including attorneys' fees), sale of liquidity participation amounts, reimbursements, indemnities and other amounts due or which would be payable in connection therewith assuming the repayment of indebtedness as of such time or otherwise as a result of the consummation of the transactions contemplated by this Agreement, and (i) all indebtedness of others (which in the case of each Party shall not include any member of the PRIVATECO Group or PUBCO Group, as applicable) referred to in clauses (a) through (h) above guaranteed directly or indirectly in any manner by su Person, or in effect guaranteed directly or indirectly by such Person through an agreement to pay or purchase such indebtedness or to advance or supply funds for the payment or purchase of such indebtedness, or otherwise to assure a creditor against loss (the "Third-Party Guarantees").

"Indemnification Agreement" has the meaning set forth in Section 1.2(a) of Annex VII (*Employee and D&O Matters*).

"Independent Director" means a director meeting the independence requirements under Article 26 of the LMV.

"Indeval" means the S.D. Indeval Institución para el Depósito de Valores, S.A. de C.V.

"Indigo Funds" means Indigo LatAm L.P., Long Bar LatAm, LLC, Long Bar LatAm II LP, Indigo Mexico LLC and Indigo Mexico Cöoperatief U (and any other investment funds or vehicles managed or controlled by Indigo to which any of the foregoing transfer any PUBCO ADSs following the date o this Agreement and prior to the Effective Time).

"Information Statement" has the meaning set forth in Section 1.1(b) of Annex V (*Preparation of Securities Filings, Meeting Materials and Relate Matters*).

"Initial Directors" has the meaning set forth in Section 3.1(a) of this Agreement.

"INM" means the National Institute of Migration (*Instituto Nacional de Migración*).

"Intellectual Property Rights" means, in any and all jurisdictions, (a) patents and patent applications and disclosures relating thereto (and any patents that issue as a result of those patent applications), and any renewals, reissues, reexaminations, extensions, continuations, continuations-in-part, divisions and substitutions relating to any of the patents and patent applications, as well as all related foreign patent and patent applications that are counterparts to such patents and patent applications, (b) trademarks, service marks, trade dress, livery, logos, trade names, social media identifiers, and corporate names, whether registered or unregistered, and the goodwill associated therewith, together with any registrations and applications for registration thereof (collectively, "Trademarks"), (c) copyrights and rights under copyrights, whether registered or unregistered, including moral rights (to the extent permitted by applicable Law), and any registrations and applications for registration thereof, (d) rights in databases and data collections (including knowledge databases, customer lists and customer databases), (e) Trade Secrets, (f) URL and Internet domain name registrations and (g) any and all other similar proprietary rights whether nov known or hereafter recognized, in each case of (a) – (g) whether registered or unregistered, and any applications for registration therefor.

"Intended Mexico Tax Treatment" means, collectively, the treatment, for Mexican Tax purposes, of the Merger as not constituting a transfer of assets and, therefore, as not giving rise to a taxable event for income tax or value-added tax in terms of Article 14-B of the CFF.

"Investor Questionnaire" has the meaning set forth in Section 1.6(b) of Annex I.

"Investor Rights Agreement" has the meaning set forth on Schedule 6.14(b).

"IRMA" means the International Registry of Mobile Assets.

"Key PRIVATECO Holders" means IAMSA Aviación, S.A. de C.V., IAMSA Aérea, S.A. de C.V., Glemimex, S.A. de C.V., Fideicomiso Administración y Fuente de Pago Banco Actinver F/6113 (subject to the following proviso), Fideicomiso Irrevocable de Administración y Custodia de Banc Afirme F/73447 and IAMSA Luchtvaart, BV, together with any of their respective affiliates and successors (to the extent controlled by Inversionistas e Autotransportes Mexicanos, S.A. de C.V., or any affiliates or successors thereof).

"Key PUBCO Holders" means each of (i) Indigo Partners LLC (together with the Indigo Funds), (ii) Brian Franke and (iii) Blue Sky Aggregato together with any controlled affiliates thereof and any successors thereto.

"Knowledge" (or "knowledge") means (a) with respect to PRIVATECO, the actual knowledge of each of the individuals set forth on Section I(a) o the PRIVATECO Disclosure Schedule, and (b) with respect to PUBCO, the actual knowledge of each of the individuals set forth on Section I(a) of t PUBCO Disclosure Schedule.

"Law" (and, collectively, "Laws") means any supra-national, national, federal, state or local law, constitution, statute, ordinance, rule, treaty, regulation, judgment, order, directive, injunction, decree, arbitration award, agency requirement, writ, franchise, variance, exemption, approval, concession, authorization, license or permit, whether in the U.S., Mexico or elsewhere.

"Legacy Brands" has the meaning set forth in Section 2.3(d) of this Agreement.

"Letter of Transmittal" has the meaning set forth in Section 1.6(b) of Annex I.

"LFCE" means the Federal Economic Competition Law of Mexico (*Ley Federal de Competencia Económica*).

"LFT" means the Federal Labor Law of Mexico (*Ley Federal del Trabajo*).

"Liability" means all liabilities, obligations, commitments, assurances, debts or guarantees, of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whenever or however arising (including whether arising out of any Contract or tort based on negligence or strict liability).

"Lien" means any lien, mortgage, pledge, conditional or installment sale agreement, encumbrance, restriction, charge, option, lease, license, right of first refusal, easement, security interest, deed of trust, right-of-way, encroachment, community property interest or other claim or restriction of any nature, whether voluntarily incurred or arising by operation of Law (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

"LMV" has the meaning set forth in the Recitals to this Agreement.

"LGSM" has the meaning set forth in the Recitals to this Agreement.

"Malicious Code" has the meaning set forth in Section 1.17(f) of Annex II (*Representations and Warranties of PRIVATECO*).

"Material Adverse Effect" on PRIVATECO or PUBCO, means, as applicable, any change, event, circumstance, development, condition, occurrenc or effect (each, an "Effect") that (a) has had, or would reasonably be expected to have, individually or in combination with any other Effect, a material adverse effect on the Business, financial condition, prospects, assets, capitalization or liabilities or results of operations of the PRIVATECO Group or the PUBC Group, as applicable, taken as a whole, or (b) prevents, or materially delays, the ability of PRIVATECO or PUBCO, as applicable, to perform its obligation under, and consummate the transactions contemplated by, this Agreement on a timely basis; *provided*, *however*, that, in the case of clause (a), no Effect will be deemed, either alone or in combination, to constitute, and will not be taken into account in determining whether there has been or will be, a Material Adverse Effect to the extent that such Effect arises out of or results from: (i) any development after the date hereof in general economic conditions, or in securities, credit or financial markets, including changes in interest rates and changes in exchange rates, in the United States or any other country or region in the world in which PRIVATECO or PUBCO, as applicable, conducts business or any industry-wide development generally affecting airline companies; (ii) any change after the date hereof in IFRS or any change in applicable Laws applicable to the operation of the Business of PRIVATECO or PUBCO, as applicab (iii) any change after the date hereof resulting from the announcement or pendency of the transactions contemplated by this Agreement, including the Merger (it being understood that this clause (iii) shall not apply to any representation, warranty, covenant or agreement of PRIVATECO or PUBCO, as applicable herein that is expressly intended to address the consequences of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby); (iv) the taking after the date hereof of any action expressly contemplated by this Agreement or at PUBCO's request, in the case of PRIVATECO, or at PRIVATECO's request, in the case of PUBCO; (v) the outbreak of any military conflict, declared or undeclared war, armed hostilities, or acts of foreign or domestic terrorism; (vi) any hurricane, flood, tornado, earthquake or other natural disasters; (vii) any failure by PRIVATECO or PUBCO to meet any internal or external projections or forecasts (but not the underlying causes of such failure unless such underlying causes would otherwise be excepted from this definition); or (viii) solely in the case of PUBCO, any change in the market price or trading volume of the securities of PUBCO (it being understood that the underlying facts and circumstances giving rise to such event may be deemed to constitute, and may be taken into consideration into determining whether there has been, a Material Adverse Effect); *provided, further*, that any Effect arising out of or resulting from any change or event referred to in the foregoing clause (i), (ii), (v) or (vi) above may constitute, and be taken into account in determining the occurrence of, a Material Adverse Effect if such change or developments have, individually or in the aggregate, a disproportionate impact on PRIVATECO or PUBCO, as applicable, relative to other companies in the airline industry, in which case only the incremental disproportionate impact may be taken into account.

"Meeting Materials" means the PUBCO Meeting Materials or the PRIVATECO Meeting Materials, as applicable.

"Merger" has the meaning set forth in the Recitals to this Agreement.

"Merger Agreement" has the meaning set forth in Section 1.3 of Annex I (*Combination Mechanics*).

"Merger Consideration" has the meaning set forth in Section 1.1 of this Agreement.

"Mexican Airports Law" means the *Ley de Aeropuertos* of Mexico.

"Mexican Civil Aviation Law" means the *Ley de Aviación Civil* of Mexico.

"Mexican Qualified Holder" means an individual who is a Mexican national (*persona física mexicana*), a Mexican corporation (*sociedad mexicana*) whose by-laws includes a foreigners exclusion clause (*clausula de exclusión de extranjeros*) and a Mexican corporation (*sociedad mexicana*) whose capital stock is majority-owned and controlled by a Person or Persons considered Mexican Qualified Holders.

"Mexico" means the United Mexican States (*Estados Unidos Mexicanos*).

"Mexico Exchange of Information Guidelines" has the meaning set forth in Section 6.8(b).

"Mexico Law" means any applicable Laws in Mexico or any subdivision or territory thereof.

"Mexico Tax Code" means the Mexico Federal Tax Code (*Código Fiscal de la Federación*) and the Mexico Income Tax Law (*Ley del Impuesto sobre la Renta*).

"Morgan Stanley Fairness Opinion" has the meaning set forth in Section 1.33 of Annex III (*Representations and Warranties of PUBCO*).

"MOU" has the meaning set forth on Schedule 6.14(b).

"MTR" has the meaning set forth in Section 6.12(a).

"MX Registration Application" has the meaning set forth in Section 1.1(b) of Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*).

"MX Registration Approval" has the meaning set forth in Section 1.1(b) of Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*).

"Non-Consolidated Ventures" means, as to a Party, any entities that are accounted for in the consolidated financial statements of such Party by the equity method or as joint operations and recognized in proportion to the share of assets, liabilities, revenue and expenses controlled by PRIVATECO.

"Note Purchase Agreement" has the meaning set forth on Schedule 6.14(b).

"Noteholder" has the meaning set forth in Section 1.7(e) of Annex II (*Representations and Warranties of PRIVATECO*).

"NYSE" means the New York Stock Exchange.

"NYSE Listing Application" has the meaning set forth in Section 1.1(b) of Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*).

"Order" has the meaning set forth in Section 1.15(b) of Annex II (*Representations and Warranties of PRIVATECO*).

"Ordinary Course" means in the ordinary course of such Person's business consistent with past practice; provided that, as used in respect of a member of the PUBCO Group or the PRIVATECO Group, the foregoing shall apply to such business of the PUBCO Group or the PRIVATECO Group applicable, taken as a whole.

"Organizational Documents" means, in the case of PRIVATECO, the PRIVATECO By-laws, and in the case of PUBCO, the PUBCO By-laws.

"Other PRIVATECO Holder" means, as of a given time, each holder of a PRIVATECO Share other than the Key PRIVATECO Holders.

"Outside Date" has the meaning set forth in Section 1.2(a) of Annex IX (*Termination*).

"Party" or "Parties" has the meaning set forth in the Preamble to this Agreement.

"PCI DSS" has the meaning set forth in Section 1.18(e) of Annex II (*Representations and Warranties of PRIVATECO*).

"Per-Share Consideration" means, in respect of a PRIVATECO Share of a given Pre-Closing PRIVATECO Holder, a number of Combin

Company Series A Shares (or, in the case of a non-Mexican Qualified Holder, the equivalent thereof in the form of Combined Company ADSs or Combine Company Series B Shares) equal to (i) the quotient obtained by dividing (a) the aggregate number of PRIVATECO Shares of such Pre-Closing PRIVATEC Holder as specified in the Consideration Spreadsheet, *by* (b) the aggregate number of PRIVATECO Shares of all Pre-Closing PRIVATECO Holders specified in the Consideration Spreadsheet, *multiplied by* (ii) (A) in the event the Amended Notes have converted into PRIVATECO Shares prior to th Effective Time, the Aggregate Share Consideration or (B) in the event the Amended Notes have not converted into PRIVATECO Shares prior to the Effecti Time, the Closing Share Consideration.

"Permits" means, collectively, the concessions, permits, registrations, licenses, filings, notices, reports, certificates, waivers, deviations, clearances, franchises, variances, classifications, qualifications, exemptions, orders and other authorizations, consents and approvals.

"Permitted Liens" means (a) Liens for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with IFRS, (b) Liens in favor of airports, vendors, carriers, warehousemen, repairmen mechanics, workmen, materialmen, construction or similar statutory Liens incurred in Ordinary Course, (c) zoning, entitlement, building codes and other land use regulations, ordinances or legal requirements imposed by any Governmental Entity having jurisdiction over real property, (d) all rights relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or above real property, (e) statutory Liens in favor of lessors arising in connection with any PUBCO Leased Real Property or PRIVATECO Leased Real Property, as applicable, Liens in favor of financial institutions in connection with the financing arrangements of Aircraft, Engines or related equipment, or (g) Liens that do not materially detract from the value or materially interfere with any present or intended use of such property or assets solely to the extent specifically set forth on Section I(b) of the PRIVATECO Disclosure Schedule or Section I(b) of the PUBCO Disclosure Schedule, as applicable.

"Person" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or Self-Regulatory Organization or other entity of any kind or nature.

"Personal Information" means all information that identifies, could reasonably be used directly or indirectly to identify, or is otherwise identifiable with an individual or individual's device (*i.e.* device identifiers, IP address, MAC address, or other device identifier), any information concerning an identified o identifiable individual, and including any information combined with or associated with Personal Information or that could be used to contact or locate an individual (*e.g.* geolocation data). Personal Information includes such information in any form, including paper, electronic, and other forms.

"Pre-Closing PRIVATECO Holder" means each Person who holds one or more PRIVATECO Shares as of immediately prior to the Effective Time.

"Preliminary Consideration Spreadsheet" has the meaning set forth in Section 1.9 of Annex I of this Agreement.

"Privacy Laws" means all applicable Laws as amended, consolidated, re-enacted or replaced from time to time, relating to the privacy, security, or Processing of Personal Information, data breach notification, website and mobile application privacy policies and practices, and email, text message o telephone communications, including the Federal Trade Commission Act; the Children's Online Privacy Protection Act; the Telemarketing Consume Protection Act; the CAN-SPAM Act; California Consumer Privacy Act of 2018 and the Federal Law on Protection of Personal Data Held by Private Part (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*).

"PRIVATECO" has the meaning set forth in the Preamble to this Agreement.

"PRIVATECO Acquisition Proposal Termination Payment" has the meaning set forth in Section 1.5(c) of this Annex IX (*Termination*)

"PRIVATECO Aircraft" has the meaning set forth in Section 1.24(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Aircraft Finance Contract" has the meaning set forth in Section 1.24(f) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Aircraft Purchase Contract" has the meaning set forth in Section 1.24(e) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Airport" has the meaning set forth in Section 1.26 of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Approval Deadline" has the meaning set forth in Section 1.2(b) of Annex V.

"PRIVATECO Balance Sheet Date" has the meaning set forth in Section 1.7(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Benefit Plan" means any Benefit Plan that is sponsored or maintained by, or required to be contributed to, or with respect to which any potential liability is borne by PRIVATECO or any of its Subsidiaries.

"PRIVATECO Board" has the meaning set forth in the Recitals to this Agreement.

"PRIVATECO CBAs" has the meaning set forth in Section 1.13(c) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Class I Series A Share" means a share of Class I Series A ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class I Series B Share" means a share of Class I Series B ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class II Series A Share" means a share of Class II Series A ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class II Series B Share" means a share of Class II Series B ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class II Series B-1 Share" means a share of Class II Series B-1 ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class II Series B-2 Share" means a share of Class II Series B-2 ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class II Series C Share" means a share of Class II Series C non ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class II Series C-1 Share" means a share of Class II Series C-1 non ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Class II Series C-2 Share" means a share of Class II Series C-2 non ordinary stock, no par value, of PRIVATECO.

"PRIVATECO Consent Matters" means the upon the terms and subject to the conditions set forth herein, the Merger, the Transactions and any other actions required by applicable Law or the Organizational Documents of PRIVATECO to implement the Transactions.

"PRIVATECO Data Privacy Requirements" has the meaning set forth in Section 1.18(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Debt" means Indebtedness of the PRIVATECO Group.

"PRIVATECO Disclosure Schedule" has the meaning set forth in Section 5.1(a) of this Agreement.

"PRIVATECO Equity Awards" means the PRIVATECO Options, New PRIVATECO Awards (as defined in Section 6.1 of the PRIVATEC Disclosure Schedule), and PRIVATECO restricted stock units.

"PRIVATECO Financial Statements" has the meaning set forth in Section 1.7(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Group" means PRIVATECO, its Subsidiaries and its and their Non-Consolidated Ventures and SPVs, taken as a whole.

"PRIVATECO Insurance Policies" has the meaning set forth in Section 1.19(n) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO IT Assets" means any and all computers, computer software, applications (including web and mobile applications), firmware, middleware, servers, workstations, devices, digital storage media, routers, hubs, switches, networks, data communications lines and all other information technology equipment, and all associated documentation, owned by, or licensed or leased to, any member of the PRIVATECO Group (excluding, in eacl case, any public networks).

"PRIVATECO Leased Real Property" has the meaning set forth in Section 1.22(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Licensed Intellectual Property" has the meaning set forth in Section 1.17(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Material Contract" has the meaning set forth in Section 1.14(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Meeting Materials" means the convening notice to be filed and published in accordance with applicable Mexico Law, for the PRIVATECO Shareholders' Meeting, with the electronic system of Commercial Companies (*Sistema Electrónico de Publicaciones de Sociedades Mercantiles*) of the Ministry of Economy at least 15 days prior to the date of the corresponding PRIVATECO Shareholders' Meeting.

"PRIVATECO OpCo" has the meaning set forth in Section 4.1(b) of this Agreement.

"PRIVATECO Options" means the stock options to purchase PRIVATECO Shares under the PRIVATECO Share Plan.

"PRIVATECO Owned Intellectual Property" has the meaning set forth in Section 1.17(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Permits" has the meaning set forth in Section 1.6(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO PII Security Incident" has the meaning set forth in Section 1.18(c) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Process Agent" has the meaning set forth in Section 10.4(c).

"PRIVATECO Public Disclosures" means any and all registration filings, prospectuses, supplements, forms, reports, certifications, statements and other documents required to be filed or furnished by PRIVATECO or any of its Affiliates under the LMV and corresponding regulations, including the CU

(as supplemented, modified or amended since the time of filing).

"PRIVATECO Recommendation" has the meaning set forth in the Recitals to this Agreement.

"PRIVATECO Registered IP" means all Intellectual Property Rights included in the PRIVATECO Owned Intellectual Property that are registered, filed, or issued under the authority of any Governmental Entity, including all patents, registered copyrights, registered Trademarks and domain names and all applications for any of the foregoing.

"PRIVATECO Related Party Transaction" means any Contract, transaction, Indebtedness or other arrangement between PRIVATECO or any Subsidiary thereof, on the one hand, and any Related Person (other than PRIVATECO or a PRIVATECO Subsidiary), on the other hand.

"PRIVATECO Requisite Vote" means the approval, in each case by the affirmative vote of the holders of the applicable required majority of the outstanding PRIVATECO Shares at the PRIVATECO Shareholders' Meeting (in which quorum is satisfied) of, and, if applicable, the absence of votes by holders of the applicable required threshold against, the PRIVATECO Consent Matters upon the terms and subject to the conditions set forth herein.

"PRIVATECO Service Provider" means current or former employees, officers, consultants, independent contractors or directors of any member of the PRIVATECO Group.

"PRIVATECO Share" means a PRIVATECO Class I Series A-1 Share, PRIVATECO Class I Series A-2 Share, PRIVATECO Class II Series Share, PRIVATECO Class II Series B-2 Share, PRIVATECO Class II Series C-1 Share or PRIVATECO Class II Series C-2 Share, as applicable.

"PRIVATECO Share Plans" means (i) the Employee Stock Purchase Plan sponsored by PRIVATECO, and (ii) the New ESOP Plan (as described Section 6.1(b) of the PRIVATECO Disclosure Schedule).

"PRIVATECO Shareholder Consent" means the PRIVATECO Written Consent or the PRIVATECO Requisite Vote.

"PRIVATECO Shareholders' Meeting" has the meaning set forth in Section 1.2(b) of Annex V.

"PRIVATECO Slot" and "PRIVATECO Slots" have the meaning set forth in Section 1.25(a) of Annex II (*Representations and Warranties of PRIVATECO*).

"PRIVATECO Termination Payment" has the meaning set forth in Section 1.5(c) of Annex IX (*Termination*).

"PRIVATECO Written Consent" means the duly notarized unanimous written resolutions of the holders of PRIVATECO Shares validly approving each of the PRIVATECO Consent Matters.

"Pro Forma Financials" has the meaning set forth in Section 1.1(d) of Annex V of this Agreement.

"Proceeding" means any claim, action, arbitration, mediation, audit, hearing, investigation, proceeding, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator or mediator.

"Process" (or "Processing") means to perform any operation or set of operations upon data, whether manually or by automatic means, including blocking, erasing, destroying, collecting, compiling, combining, analyzing, enhancing, enriching, recording, sorting, organizing, structuring, accessing, storing, processing, adapting, retaining, retrieving, consulting, using, transferring, aligning, cleaning, transmitting, disclosing, altering, distributing, disseminating, or otherwise making available data.

"PUBCO" has the meaning set forth in the Preamble to this Agreement.

"PUBCO Acquisition Proposal Termination Payment" has the meaning set forth in Section 1.5(b) of Annex IX (*Termination*).

"PUBCO ADS" means an American Depositary Share of PUBCO (or, following the Effective Time, the Combined Company) representing ten Combined Company CPOs, evidenced by an American Depositary Receipt issued by The Bank of New York Mellon pursuant to the ADS Deposit Agreement. For the avoidance of doubt, following the Effective Time, a PUBCO ADS may be referred to herein as a "Combined Company ADS", and in any event, shall constitute and refer to the same type and form of security as a Combined Company ADS.

"PUBCO Aircraft" has the meaning set forth in Section 1.24(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Aircraft Finance Contract" has the meaning set forth in Section 1.24(g) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Aircraft Purchase Contract" has the meaning set forth in Section 1.24(f) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Airport" has the meaning set forth in Section 1.26 of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Balance Sheet Date" means September 30, 2025.

"PUBCO Benefit Plan" means any means any Benefit Plan that is sponsored or maintained by, or required to be contributed to, or with respect to which any potential liability is borne by PUBCO or any of its Subsidiaries.

"PUBCO Board" has the meaning set forth in the Recitals to this Agreement.

"PUBCO CBAs" has the meaning set forth in Section 1.13(c) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Closing Price" means, as applicable, (i) the closing sale price for one PUBCO ADS as quoted on the NYSE on the trading day that is thre Business Days preceding the Closing Date or (ii) the closing sale price for one PUBCO Share as quoted on the BMV on the trading day that is three Busine Days preceding the Closing Date.

"PUBCO CPO" means an Ordinary Participation Certificate (*Certificado de Participación Ordinario*) of PUBCO (or, following the Effective Time the Combined Company), issued pursuant to the CPO Trust Agreement, representing a financial interest in one PUBCO Share. For the avoidance of doub following the Effective Time, a PUBCO CPO may be referred to herein as a "Combined Company CPO", and in any event, shall constitute and refer to t same type and form of security as a Combined Company CPO.

"PUBCO CSARS" means the stock appreciation rights granted under PUBCO's Management Incentive Plan (MIP).

"PUBCO Data Privacy Requirements" has the meaning set forth in Section 1.18(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Disclosure Schedule" has the meaning set forth in Section 5.2(a).

"PUBCO Equity Awards" means, together, the PUBCO RSUs and the PUBCO Options.

"PUBCO Financial Statements" has the meaning set forth in Section 1.7(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Group" means PUBCO and its Subsidiaries, taken as a whole.

"PUBCO Insurance Policies" has the meaning set forth in Section 1.20 of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO IT Assets" means any and all computers, computer software, applications (including web and mobile applications), firmware, middleware, servers, workstations, devices, digital storage media, routers, hubs, switches, networks, data communications lines and all other information technology equipment, and all associated documentation, owned by, or licensed or leased to, any member of the PUBCO Group (excluding, in each case, any publi networks).

"PUBCO Leased Real Property" has the meaning set forth in Section 1.22(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Licensed Intellectual Property" has the meaning set forth in Section 1.17(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Material Contract" has the meaning set forth in Section 1.14(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Meeting Materials" has the meaning set forth in Section 1.1(c) of Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*).

"PUBCO OpCo" has the meaning set forth in Section 4.1(b) of this Agreement.

"PUBCO Options" means the options to acquire PUBCO Shares or PUBCO CPOs under the Board of Directors Incentive Plan (BOD (previous).

"PUBCO Owned Intellectual Property" has the meaning set forth in Section 1.17(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Permits" has the meaning set forth in Section 1.6(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO PII Security Incident" has the meaning set forth in Section 1.18(c) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Process Agent" has the meaning set forth in Section 10.4(d).

"PUBCO Public Disclosures" means (i) any and all registration statements, prospectuses, forms, reports, certifications, statements and other documents required to be filed or furnished by PUBCO under the Securities Act or the Exchange Act, as the case may be (as supplemented, modified o amended since the time of filing) and (ii) any and all registration filings, prospectuses, supplements, forms, reports, certifications, statements and other documents required to be filed or furnished by PUBCO or its Affiliates under the LMV and corresponding regulations, including the CUE (as supplemente modified or amended since the time of filing).

"PUBCO Recommendation" means the recommendation of the PUBCO Board that the PUBCO shareholders approve this Agreement (including th Merger and other Transactions), the Merger Agreement, the Securities Consideration Issuance, the Combined Company By-laws, the Merger and othe Transactions.

"PUBCO Registered IP" means all Intellectual Property Rights included in the PUBCO Owned Intellectual Property that are registered, filed, or issue under the authority of any Governmental Entity, including all patents, registered copyrights, registered Trademarks and domain names and all applications for

any of the foregoing.

"PUBCO Related Party Transaction" has the meaning set forth in Section 1.23 of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Requisite Vote" means the approval, in each case by the affirmative vote of the holders of the applicable required majority of the outstanding PUBCO Shares at the PUBCO Shareholders' Meeting in which quorum is satisfied and, if applicable, the absence of votes casted against by holders of th applicable required threshold, of (A) this Agreement (including the Merger and other Transactions) and the Merger Agreement, (B) adoption of the Combined Company By-laws (which, for the avoidance of doubt, shall include an express exception for the Transactions to any tender offer requirement), effective as of Effective Time, (C) the Initial Director nominees contemplated hereby as directors of the Combined Company Board, effective as of the Effective Time, (D the capital increase and corresponding issuance of the PUBCO Shares to be delivered as Merger Consideration or reserved as Reserved Shar Consideration, and (E) any other actions required by applicable Law or the Organizational Documents of PUBCO to implement the Transactions.

"PUBCO RSUs" means the restricted stock units granted under PUBCO's Long-Term Incentive Plan (LTIP) and the Board of Directors Incentiv Plan (BODIP) (current).

"PUBCO Service Provider" means current or former employees, officers, consultants, independent contractors or directors of any member of the PUBCO Group.

"PUBCO Share" means a share of Class I or Class II Series A common stock, no par value, of PUBCO (or, following the Effective Time, th Combined Company). For the avoidance of doubt, following the Effective Time, a PUBCO Share may be referred to herein as a "Combined Compar Share", and in any event, shall constitute and refer to the same type and form of security as a Combined Company Share.

"PUBCO Share Plans" means (i) the Long-Term Incentive Plan (LTIP), including the Share Purchase Plan (denominated in PUBCO RSUs) and t Management Incentive Plan, and (ii) the Board of Directors Incentive Plan.

"PUBCO Shareholders' Meeting" has the meaning set forth in Section 1.1(f) of Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*).

"PUBCO Slot" and "PUBCO Slots" have the meanings set forth in Section 1.25(a) of Annex III (*Representations and Warranties of PUBCO*).

"PUBCO Support Agreement" has the meaning set forth in the Recitals to this Agreement.

"PUBCO Termination Payment" has the meaning set forth in Section 1.5(b) of Annex IX (*Termination*).

"Regulation S" means Regulation S promulgated by the SEC under the Securities Act.

"Regulatory Authority" means any and all relevant Mexico, U.S. and other regulatory agencies or authorities, in each case only to the extent that such agency or authority has authority and jurisdiction in the particular context.

"Related Person" means (i) in the case of PUBCO, a director, officer, employee, Affiliate (which for purposes of this definition shall include any equityholder of PUBCO that owns more than 5% of the PUBCO Shares) or "associate" or members of any of their "immediate family" (as such terms ar respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of PUBCO, or (ii) in the case of PRIVATECO, a director, officer, employee Affiliate (which for purposes of this definition shall include any equityholder of PRIVATECO that owns or controls more than 1% of the PRIVATECO Shares) or "associate" or members of any of their "immediate family" (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of PRIVATECO; provided that, for purposes of the foregoing clause (ii), "associate" and "immediate family" shall be deemed to apply to PRIVATECO as if it were an SEC registrant for purposes thereof.

"Representatives" has the meaning set forth in Section 6.13 of this Agreement.

"Reserved Share Consideration" means 87,448,251 Combined Company Series A Shares.

"Restricted Employees" has the meaning set forth in Section 1.3 of Annex VII (*Employee and D&O Matters*).

"RMF" has the meaning set forth in Section 6.12(a).

"RPC" has the meaning set forth in Section 2.1(a).

"Sanctioned Country" means, at any time, a country or territory that is itself the target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, the Crimea region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and prior to June 30, 2025, Syria).

"Sanctioned Person" means (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Asset Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State, the United Nations Security Council, the European Union, an Member State of the European Union, or the United Kingdom; (b) any Person operating, organized, or resident in a Sanctioned Country; (c) the governmen

of a Sanctioned Country or the Government of Venezuela; or (d) any Person 50% or more owned or controlled by any such Person or Persons or acting fo or on behalf of such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, a European Union Member State, or His Majesty's Treasury of the United Kingdom.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SAT" means the Mexican Tax Administration Service (*Servicio de Administración Tributaria*).

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and rules and regulations promulgated thereunder.

"Securities Consideration Issuance" means the issuance of Combined Company Securities that will constitute Merger Consideration as contemplate by this Agreement.

"Securities Filings" has the meaning set forth in Section 1.1(d) of Annex V (*Preparation of Securities Filings, Meeting Materials and Relate Matters*).

"Security Events" has the meaning set forth in Section 1.17(g) of Annex II (*Representations and Warranties of PRIVATECO*).

"Self-Regulatory Organization" means any Mexican, U.S. or other jurisdiction's commission, board, agency or body that is not a Governmental Entity but is charged with the supervision or regulation of brokers, dealers, securities underwriting or trading, stock exchanges, commodities exchanges, electronic communication networks, insurance companies or agents, investment companies or investment advisers, including the NYSE and the BMV.

"SENEAM" means Air Navigation Services in Mexican Airspace (*Servicios a la Navegación en el Espacio Aéreo Mexicano*).

"Seller Representative" has the meaning set forth in Section 1.6(f) of Annex I of this Agreement.

"Series A Directors" has the meaning set forth in Section 3.1(a)(ii) of this Agreement.

"Series B-1 and Series B-2 Directors" has the meaning set forth in Section 3.1(a)(i) of this Agreement.

"Service Provider" means a PUBCO Service Provider or a PRIVATECO Service Provider, as applicable.

"Shareholders Agreement" has the meaning set forth in Section 2.1(b) of this Agreement.

"SICT" means the Mexican Ministry of Infrastructure, Communications and Transport (*Secretaría de Infraestructura, Comunicaciones y Transportes*).

"SPV" means, as to a Party, any special purpose vehicles or orphan entities created in connection with financing facilities of a Non-Consolidated Venture of such Party or any other member of the PRIVATECO Group or the PUBCO Group, as applicable.

"STIV" has the meaning set forth in Section 5.2(a) of this Agreement.

"Subsidiary" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity of which PRIVATECO, PUBCO such other Person, as the case may be (either alone or through or together with any other Subsidiary), owns, directly or indirectly, a majority of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, joint venture or other legal entity.

"Substantial Detriment" means, individually or in the aggregate, any of the following: (i) a material adverse impact (or is reasonably likely to have a material adverse impact) on the value of the Combined Company Group after the Closing (taking into account the benefits, including synergies, reasonably expected to be realized in connection with the Merger); (ii) the imposition (or the reasonably likely imposition) of criminal penalties or criminal sanctions; or (iii) any amendment, modification or change to the Combined Company Governance Documents that materially adversely impacts the rights, privileges, protections or remedies of the Key PUBCO Holders or the Key PRIVATECO Holders.

"Superior Proposal" means, as to a given Party, a *bona fide* written Acquisition Proposal (except the references therein to "20%" will be replaced by "50%") made by any person or group (other than the other Party or any of its Subsidiaries) after the date of this Agreement, which the PUBCO Board or th PRIVATECO Board, as applicable, has determined in its good faith judgment, after consultation with its outside legal counsel and with its financial advisors (a) would result in a transaction that is more favorable to PUBCO's or PRIVATECO's shareholders, as applicable, from a financial point of view than th Merger (after giving effect to all adjustments to the terms thereof which may be offered by PRIVATECO or PUBCO, as applicable, pursuant to Section 1.1(d) of Annex VI (*Acquisition Proposals*) of this Agreement, and after taking into account the likelihood and timing of consummation of the Acquisition Proposal), and (b) is reasonably capable of being consummated in accordance with the terms of such Acquisition Proposal, taking into account all financial,

regulatory, legal and other aspects of such Acquisition Proposal.

"Surrender Instructions" has the meaning set forth in Section 1.6(b) of Annex I.

"Tax Return" means any report, return (including information return), claim for refund, declaration, statement or other information return or filing filed or required to be filed with any Governmental Entity with respect to Taxes, including any schedule or attachment thereto, and including any amendments thereof, as well as the receipts of payment of all Taxes.

"Taxes" means any and all Mexican federal, state, local, foreign and other taxes, contributions, charges, duties, fees, levies or other assessments, however denominated, including income taxes, value added taxes, excise taxes, business flat taxes, withholding taxes, payroll and employee withholding taxes, employment taxes, social security (or similar) contributions, housing, pensions, profit sharing, goods or services, profits, license, capital gains, capital stock, customs and duties, sales or use taxes, production taxes, tax on assets, real and personal property (including secured personal property), duties, transfer taxes, and other obligations of the same or a similar nature, together with any interest, inflationary adjustments additions to tax or interest, fines and penalties with respect thereto imposed by any Governmental Entity, as well as any assessments, charges, compensatory quotas, countervailing duties or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), all estimated taxes, deficiency assessment, addition to tax, interest, penalties and inflation adjustments attributable thereto.

"Termination Payment" means the PUBCO Termination Payment, the PRIVATECO Termination Payment, the PRIVATECO Acquisition Propo Termination Payment or the PUBCO Acquisition Proposal Termination Payment, as applicable.

"Third-Party Guarantee" means the indebtedness defined in clause (i) of the term Indebtedness.

"TO Exemption" has the meaning set forth in Section 1.1(a) of Annex V (*Preparation of Securities Filings, Meeting Materials and Relate Matters*).

"TO Exemption Request" has the meaning set forth in Section 1.1(a) of Annex V (*Preparation of Securities Filings, Meeting Materials and Related Matters*).

"Trade Controls" means (a) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered, or enforced by the U.S. government, including the Arms Export Control Act (22 U.S.C. § 1778), the International Emergency Economic Powers Act (50 U.S.C. §§ 170 1706), Section 999 of the Internal Revenue Code, the U.S. customs laws at Title 19 of the U.S. Code, the Export Control Reform Act of 2018 (50 U.S. §§ 4801-4861), the International Traffic in Arms Regulations (22 C.F.R. Parts 120–130), the Export Administration Regulations (15 C.F.R. Parts 730-774 the U.S. customs regulations at 19 C.F.R. Chapter 1, and the Foreign Trade Regulations (15 C.F.R. Part 30); and (b) all applicable trade, export contro import, and antiboycott laws and regulations imposed, administered or enforced by any other country, except to the extent inconsistent with U.S. law.

"Trademarks" has the meaning set forth in the definition of Intellectual Property Rights.

"Transaction Litigation" has the meaning set forth in Section 6.5 of this Agreement.

"Transactions" means the Merger and other transactions contemplated by this Agreement.

"TSA" has the meaning set forth in Section 1.5 of Annex II (*Representations and Warranties of PRIVATECO*).

"U.S. Tax Code" means the Internal Revenue Code of 1986.

"Uncured Inaccuracy" with respect to a representation or warranty of a Party as of a particular date will be deemed to exist only if such representation or warranty is inaccurate as of such date as if such representation or warranty were made as of such date, and the inaccuracy in such representation or warranty has not been cured in all material respects since such date; *provided*, *however*, that if such representation or warranty by its terms speaks as of the date of this Agreement or as of another particular date, then there will not be deemed to be an Uncured Inaccuracy in such representation or warranty unless such representation or warranty was inaccurate as of the date of this Agreement or such other particular date, respectively, and the inaccuracy in such representation or warranty has not been cured in all material respects since such date.

Exhibit 8.1

Subsidiaries of Controladora Vuela Compañía de Aviación, S.A.B. de C.V.

The following chart lists each of our subsidiaries which we owned, directly or indirectly, as of December 31, 2025:

1. Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., a variable capital investment promotion stock corporation organized under the laws of Mexico
2. Comercializadora Volaris, S.A. de C.V., a variable capital stock corporation organized under the laws of Mexico
3. Servicios Corporativos Volaris, S.A. de C.V., a variable capital stock corporation organized under the laws of Mexico
4. Vuela, S.A., a corporation organized under the laws of Guatemala
5. Servicios Earhart, S.A., a corporation organized under the laws of Guatemala
6. Guatemala Dispatch Services, S.A., a corporation organized under the laws of Guatemala
7. Vuela Aviación, S.A., a corporation organized under the laws of Costa Rica
8. Comercializadora V. Frecuenta, S.A. de C.V., a variable capital stock corporation organized under the laws of Mexico
9. Viajes Vuela, S.A. de C.V., a variable capital stock corporation organized under the laws of Mexico
10. Vuela El Salvador, S.A. de C.V., a corporation organized under the laws of El Salvador

CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN, S.A.B. DE C.V.

INSIDER TRADING POLICY

The Need for a Policy Statement

The Company has adopted this Policy to satisfy its obligation to prevent insider trading.

These policies are applicable to the members of the board of directors of the Company, as well as the Covered Persons.

Capitalized terms used in these policies will have the meanings set forth in Annex "A".

I. Mexican Securities Laws. The CNBV monitors the obligations of corporations, their employees and directors, shareholders and other insiders (including relatives of insiders) concerning insider trading and prosecute violations of the Securities Market Law. It is therefore imperative that all employees, directors and significant shareholders of the Company understand the basic legal requirements that pertain to insider trading. The Securities Market Law sets forth that persons in possession of Privileged Information may not (a) enter into any transaction or instruct any transaction with securities or derivatives related to such securities, if the market prices of such securities or derivatives may be affected as a result of the existence of the such information, (b) deliver or communicate to third parties such information (except to those persons that are required to be informed as result of their position or employment), and/or (c) issue recommendations or provide advice with respect to securities or derivatives related to such securities, if the market prices of such securities or derivatives may be affected as a result of the existence of Privileged Information. The above described restrictions would also be applicable to transactions entered outside Mexico but that have an impact in Mexico.

In addition, the Company will comply with the terms and conditions established in the "*Disposiciones de carácter general aplicables a las operaciones con valores que realicen los consejeros, directivos y empleados de entidades financieras y demás personas obligadas* (General provisions applicable to securities operations by the directors, officers and employees of financial institutions and others)".

II. United States Federal Securities Laws. The SEC and the DOJ closely monitor the obligations of corporations and their employees concerning the release of significant corporate information and vigorously pursue violations of the United States Securities federal securities laws, including the laws governing insider trading. It is therefore imperative that all employees of the Company understand the basic legal requirements that pertain to insider trading. The United States federal securities laws prohibit the purchase or sale of securities of the Company while aware of "material" "nonpublic" information and the disclosure of "material" "nonpublic" information to persons who then trade in securities of the Company. These important terms are discussed in detail below.

We have all worked hard to establish a reputation for integrity and ethical conduct, and we cannot afford to have that reputation damaged. As such, this Policy also is intended to prevent even the appearance of improper conduct on the part of anyone employed by or associated with the Company and comply with the following principles:

a) Clarity in the execution of operations.

b) Equality of opportunity against other market participants in the execution of securities operations.

c) Compliance with stock market best practices.

d) Absence of conflicts of interests.

e) Prevention of illicit conduct that could be caused by the use of Privileged and/or confidential information.

Failure to comply with this Policy may subject an employee to Company-imposed sanctions, including warnings, suspensions and even dismissal for cause, depending of the nature of the violation, whether or not the failure to comply results in a violation of the law. A violation of the law, or even a CNBV, SEC or DOJ investigation that does not result in prosecution, can tarnish one's reputation and irreparably damage a career and our Company.

Statement of Policy

No director, officer or other employee of the Company who has Privileged Information relating to the Company may, directly, or indirectly through family members or other persons or entities, (i) enter into any transaction or instruct any transaction with securities of the Company or derivatives related to such securities, or engage in any other action to take personal advantage of the Privileged Information (including through any friends or relatives), or (ii) deliver or communicate Privileged Information on to anyone outside the Company, including family and friends. In addition, no director, officer or other employee of the Company who, in the course of working for the Company or otherwise, learns of Privileged Information about an entity with which the Company does business, may trade in that entity's securities until the information becomes public or is no longer material.

The Securities Market Law assumes that the following persons have access to Privileged Information with respect to an issuer of securities (i) board members, secretaries of the board, statutory auditors, relevant officers, attorneys-in-fact of the issuer or of corporations controlled by the issuer or of corporations that own directly or indirectly 10% or more of shares of the issuer, (ii) shareholders or persons controlling directly or indirectly 10% or more of shares of the issuer, (iii) board members, secretaries of the board, statutory auditors, relevant officers, attorneys-in-fact of corporations that provide services in connection with any event that may be consider Privileged Information, (iv) shareholders that own directly or indirectly 5% or more of shares of listed financial institutions or financial holding companies or 10% in the case of non-listed financial entities, (v) board members, secretaries of the board, statutory auditors, relevant officers, attorneys-in-fact of the corporations listed in (iv) above, (vi) persons that have a significant influence or power to instruct in the issuer or in the corporate group

of the issuer and (vii) those persons that enter into transactions that are significantly different than their historical trading pattern and that may have reasonably accessed Privileged Information because they had communications with (a) spouses, relatives or "significant others" of any of the persons listed above and (b) business partners of any of the above listed persons (hereinafter, the "Insiders").

There are no exceptions to this prohibition, including the need to raise money for an emergency expenditure. Such factors or circumstances do not provide a defense to violations of the laws governing insider trading. In addition, even the appearance of an improper transaction must be avoided to preserve the Company's reputation for adhering to the highest standards of conduct.

Material Information. Material information is defined under the United States Securities Laws as any information that a reasonable investor would consider important in making a decision to buy, hold, or sell securities. Under the Securities Market Law, the concept Privileged Information is defined as any facts events or actions, of any nature, that may influence the prices of securities registered with the RNV and that have not been disclosed to the public through the relevant stock exchange. Information that could be expected to affect the Company's stock price should be considered material. It is not necessary that the relevant person has knowledge of all Privileged Information to be considered an insider, provided that the information to which it has access may affect the trading price of the relevant securities. Some examples of information that would be regarded as material are:

- Projections of future earnings or losses or other earnings guidance;
- A significant change in revenues or other financial or performance metrics;
- Quarterly or annual revenue, operating income or earnings results for the Company or a segment, product or region representing 5% or more of the Company's revenues;
- A change to, or material disagreement or other development with respect to, the Company's auditor;
- A material weakness in the Company's internal control over financial reporting;
- A pending or proposed merger, acquisition or tender offer;
- A pending or proposed acquisition or disposition of a significant asset;
- Agreements, alliances or joint ventures proposed to be entered into with any third parties, including suppliers or market participants;
- A change in dividend policy, the declaration of a stock split or an offering of additional securities;
- A change in senior management or affecting the board of directors or its members;
- The development of a significant new product or process;

- Obtaining new licenses, permits or concessions, amendments to licenses, permits and concessions, breaches or potential revocations of licenses, permits or concessions;
- Conflicts with employees, including potential strikes;
- A development in a government investigation or a litigation; and
- The existence of severe liquidity problems or an impending bankruptcy.

Anyone scrutinizing your transactions will be doing so after the fact, with the benefit of twenty-twenty hindsight. As a practical matter, before engaging in any transaction involving securities of the Company, you should carefully consider whether the CNBV, SEC, the DOJ or other authorities might view an information you possess as "material" in hindsight.

When Information is "Public" If you are aware of Privileged Information, you may not trade until (i) the information has been disclosed broadly to the public, such as by press release or BMV or SEC filing, (ii) the information has been fully absorbed by the public, or (iii) the information is no longer material. To avoid the appearance of impropriety, as a general rule, information should not be considered fully absorbed by the public until 48 hours after it is made public.

Transactions by Family Members. This Policy also applies to anyone who lives in your household, and to any family members who do not live in your household but whose securities transactions are directed by you or subject to your influence or control, including your spouse, children (including adopted), parents, grandparents, siblings and step-siblings. You are responsible for the transactions of these persons and should make them aware of the need to confer with you before they trade in securities of the Company.

Pre-clearance/Blackout Period and Window Trading Period for Executive Insiders.The directors of the Company, as well as the Covered Persons, are subject to additional restrictions on their ability to engage in transactions in securities of the Company.

- **Window trading period.** Directors of the Company, as well as the Covered Persons, may buy or sell securities of the Company only within a certain time frame (a "window), each quarter. This window will begin one full trading day after the conclusion of the Company's quarterly earnings teleconference (in the event there is no earnings teleconference, the window will begin one full trading day after the release of the earnings announcement for the prior quarter) and will end at the close of business on the fourteenth calendar day before the last day of the current quarter. These windows will be the only time periods in which directors of the Company and the Covered Persons may trade in Company securities. Furthermore, if such directors, officers and employees of the Company are in possession of Privileged Information during a window, they will be prohibited from trading during that window.

- **Short-swing Rule.** The directors of the Company and the Covered Persons may not sell securities or buy securities of the Company, and effect the opposite transaction (i.e. buy securities or sell securities) within a term of three months from the last sale or purchase of securities of the Company.

- **Blackout period.** The directors of the Company and the Covered Persons, may not buy or sell securities of the Company during blackout periods. Blackout periods will be (i) from the close of business of the fourteenth calendar day before the last day of each fiscal quarter until one full trading day after the conclusion of the Company's earnings teleconference for such quarter (if no quarterly earnings teleconference is held, the blackout period will end one full trading day after the release of the Company's earnings announcement for such quarter), and (ii) any other time in which directors and officers of the Company are in possession of Privileged Information concerning the Company, including during a window period.

- **Pre-clearance approval.** The directors of the Company and the Covered Persons must provide a detailed description of any proposed transactions to the office of the General Counsel at least 48 hours in advance of any proposed transactions in securities of the Company to obtain pre-clearance approval. After obtaining clearance, the transaction must be completed within 48 hours or further pre-clearance approval will be required. If you are in doubt as to whether a given transaction must be pre-cleared, you are urged to exercise caution and assume that pre-clearance is required. Please note that, at times, the Company may need to rescind a prior pre-clearance with respect to a pending transaction as circumstances change. Impacted employees will receive prompt notification of any such rescission.

- **Report of transactions**. The directors of the Company and the Covered Persons must provide a detailed description of the executed operations as referred in the paragraph above within 24 (twenty four) hours after its execution in the terms shown in Annex "B".

Post-Termination Transactions

This Policy continues to apply to your transactions in securities of the Company even after your employment with the Company has terminated. If you are in possession of Privileged Information when your employment terminates, you may not trade in securities of the Company until that information has become public or is no longer material.

Violations

Violations to insider trading limitations may result in fines or prison of up to fifteen (15) years. Also, the counterparty to any transaction entered with an insider in possession of inside information, may request the payment of an indemnity for the damages. The CNBV may impose (i) a fine of up to an amount equal to once or twice the amount of the benefit obtained in the transaction, or (ii) in the event that no profit was obtained, a fine equal to ten to fifty percent of the total amount of the transaction.

The above described restrictions would also be applicable to transactions entered outside Mexico but that have an impact in Mexico.

Under the United States federal securities laws, the penalties for individual violations of the laws governing insider trading can be severe, including civil damages equal to the profit realized or the loss avoided, civil penalties of up to three times the profit realized or the loss avoided, criminal fines of up to $5 million and jail terms of up to 25 years. In addition, the Company and the persons responsible for supervising employees that engage in insider trading may incur civil penalties of up to the greater of $1 million, or three times the profit gained or loss avoided, for failure to take appropriate steps to prevent such activity.

Form 144 Filing Requirements

Rule 144 applies to sales or dispositions of securities of the Company by its directors and officers. In the case of sales made in the market, brokers are generally familiar with Rule 144 requirements and will work with the director or officer to file the appropriate Form 144. However, compliance with Rule 144 is the responsibility of the individual director or officer, and he or she should check with the broker to make sure the Rule 144 requirements are being satisfied. **The office of the General Counsel does not handle Form 144 filings and compliance on behalf of the Company's directors and officers.** Rule 144 also applies in the case of a private sale or gift of equity securities of the Company to another person, and the director or officer should review such a transaction with his/her attorney to ensure 144 compliance.

Company Assistance

If you have any questions about this Policy or its application to any proposed transaction, you may obtain additional guidance from the office of the General Counsel at alejandro.deiturbide@volaris.com, isela.cervantes@volaris.com or blanca.garcia@volaris.com .Ultimately, however, the responsibility for adhering to this Policy and avoiding unlawful transactions rests with the individual making the transaction.

Compliance Officers

The General Counsel and the Chief Financial Officer of the Company have been designated as the compliance officers of this Policy, which will be in charge of the supervision of the compliance with these policies.

The General Counsel and the Chief Financial Officer will be authorized to investigate any breach of this Policy and, in accordance with the rules issued by the CNBV, will be required to inform the Board of Directors of the Company of any such breach.

Authorization of this Policy and Adherence

This Policy was approved by the Board of Directors of the Company on July 16, 2025. Any modification to these policies will require board approval.

The Covered Persons must inform the Company in writing of their adherence to this Policy.

Related Documents

This Policy is integrated as well with the following documents and policies of the Company:

- Ethics Code of the Company
- POL-FIN-FIC-01: Issuance of Reports of Relevant Information to the Securities Market.
- POL-TAL-REL-11: Confidential Information Policy.POL-SIS-PMC-02: Classification and Information Protection Policy.
- POL-SIS-SIS-04: General Security of the Information Policy.

ANNEX A

Definitions

a) Company means Controladora Vuela Compañía de Aviación, S.A.B. de C.V.

b) Covered Persons means those officers and employees of the Company whom the Company considers, given the nature of their positions, are likely to have Privileged Information and confidential information, a list of which is maintained by the office of the General Counsel.

c) CNBV means the *Comisión Nacional Bancaria y de Valores* (the National Banking and Securities Commission).

d) DOJ means the United States Department of Justice.

e) Policy means the Insider Trading Policy.

f) Privileged Information means any facts, events or actions, of any nature, that may influence the prices of securities registered with the RNV and that have not been disclosed to the public through the relevant stock exchange.

g) RNV means the *Registro Nacional de Valores* (the National Securities Registry) .

h) SEC means the United States Securities and Exchange Commission.

i) Securities Market Law means the Mexican *Ley del Mercado de Valores* (the Securities Market Law).

ANNEX B

Submitted Pursuant to:
CONTROLADORA VUELA COMPAÑÍA DE AVIACIÓN S.A.B. DE C.V.
INSIDER TRADING POLICY

Attention _____
to:
Account Number: _____
Date of the execution of the operation: _____
Price of the executed operation:
Entity:
Class and series of Shares:
Amount or # of Shares: _____

Broker: _____
I hereby certify that, to the best of my knowledge, the transaction described herein is not prohibited by the Insider Trading Policy.
Signature: _____ Print Name and Position: _____

Exhibit 12.1

Certification of Chief Executive Officer

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Enrique Javier Beltranena Mejicano, certify that:

1. I have reviewed this annual report on Form 20-F of Controladora Vuela Compañía de Aviación, S.A.B. de C.V. (the "Company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles

    c. Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 27, 2026

By: /s/ Enrique Javier Beltranena Mejicano
Enrique Javier Beltranena Mejicano
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 12.2

Certification of Chief Financial Officer

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Jaime E. Pous, certify that:

1. I have reviewed this annual report on Form 20-F of Controladora Vuela Compañía de Aviación, S.A.B. de C.V. (the "Company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report

4. The Company's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and

5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have asignificant role in the Company's internal control over financial reporting.

Date: April 27, 2026

By: /s/ Jaime E. Pous

Jaime E. Pous
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 13.1

Certification Pursuant to 18 U.S.C. Section 1350,
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act Of 2002

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officers of Controladora Vuela Compañía de Aviación, S.A.B. de C.V., a sociedad anonima bursatil de capital variable under the laws of Mexico (the "Company"), do hereby certify that, to the best of such officers' knowledge:

1. The accompanying report of the Company on Form 20-F for the year ended December 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 27, 2026

By: /s/ Enrique Javier Beltranena Mejicano
Enrique Javier Beltranena Mejicano
President and Chief Executive Officer
(Principal Executive Officer)

By: /s/ Jaime E. Pous
Jaime E. Pous
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to Controladora Vuela Compañía de Aviación, S.A.B. de C.V. and will be retained by Controladora Vuela Compañía de Aviación, S.A.B. de C.V. and furnished to the Securities and Exchange Commission or its staff upon request.