

FACILITATION AGREEMENT

This **FACILITATION AGREEMENT** (together with the annexures, this “**Agreement**”) is entered into at Mumbai on the August 02, 2025. (**Execution Date**) by and between:

(A) **GRAYQUEST EDUCATION FINANCE PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 2013 (CIN : U65999MH2017PTC293038) and having its registered office at “2nd Floor, Office No. 202, Center Point, Next to Ashoka Towers, Parel, Mumbai, Maharashtra - 400012” hereinafter referred to as “**GrayQuest**” which expression, unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successor(s)-in-interest, official liquidators and permitted assigns) of the **First Part**;

AND

(B) **Centurion Education Management Trust (CEM – Trust)**, having its registered office at having its Corporate Office at Flat No. 501, Akruthi Vijaya Lakshmi Residency, Seethammadara, Visakhapatnam – 530013 hereinafter referred to as “ **Centurion University of Technology and Management, Andhra Pradesh** ” and having its registered office at **Tekkali Village, Nellimarla Mandal, Vizianagaram – 535003**. which expression, unless repugnant to the context or meaning thereof, shall mean and include its subsidiaries, successor(s)-in-interest, and permitted assigns) of the **Second Part**;

(GrayQuest and the “Institute” may be individually referred to as a “**Party**” and collectively as the “**Parties**” hereinafter, if the context so requires)

BACKGROUND

- A. GrayQuest specializes in facilitating education loans/ equated monthly installments (**EMI**) facilities/ monthly fee payment credit plans to students (and/or their parents) for their education fees/ miscellaneous fees and other related benefits & privileges for the parents (**Monthly Fee Payment Plans**).
- B. Client is engaged in the overall governance, supervision and functioning of educational institutions – **CUTMAP** (and including the Client) and has, as on the Execution Date, represented to GrayQuest that it currently operates schools across locations as outlined in Annexure 4.
- C. Based on mutual representations and warranties, the Client has agreed to GrayQuest’s Facilitation (*as defined below*) under this Agreement.

Based on this background, Parties agree to the following:

1. FACILITATION SCOPE, PAYMENT

1.1 Facilitation mechanism and option to opt for Monthly Fee Payment Plan

- (a) GrayQuest shall offer its Monthly Fee Payment Plans to the Parents in a manner such that the Parents have an option to pay the annual course fees for their children for a given academic year to GrayQuest, in a phased manner (**Annual Course Fees**; which for the purposes of this Agreement includes the annual academic fees and other related fees such as transportation fees, school kit fees, fees for meals, etc.).
- (b) Should a Parent choose to pay the Annual Course Fees through the Monthly Fee Payment Plans offered by GrayQuest, subject to the terms and conditions of this Agreement, GrayQuest shall pay the entire Annual Course Fees to the Client on behalf of the Parent in one single tranche (the entire process, collectively referred to as the “**Facilitation**”).

