

## DONATION OF REAL PROPERTY AGREEMENT

THIS DONATION OF REAL PROPERTY AGREEMENT ("Agreement") is entered between Pavan S. Reddy Trust ("Donor") and Wichita Cancer Foundation, a Kansas not-for-profit corporation ("Donee").

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereby contract to and with each other, as follows:

1. Conveyance. Donor currently owns fee simple title solely in Donor's name to, and subject to the terms of this Agreement, agrees to transfer and convey to Donee on or before the Closing Date, that certain real property having a common address of 9451 E. Cross Creek Court, Wichita, Sedgwick County, Kansas, together with all improvements located thereon, and being legally described on Exhibit A, attached hereto (collectively the "Property"). At Closing (hereafter defined), Donor shall transfer and convey the Property to Donee as a charitable real estate donation, to the extent qualifying and allowable under IRS guidelines, by a general warranty deed free and clear of all liens, debts and liabilities except as otherwise provided for herein.

2. Fair Market Value; Tax Forms. The fair market value of the Property ("Market Price") has been determined by an appraisal previously obtained by Donor (the "Appraisal"), which concludes that the Property has a fair market value of ONE MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$1,175,000.00). In connection with Donor's intention to claim a charitable contribution deduction for the Property, Donor may submit IRS Form 8283 to the Internal Revenue Service with such Appraisal attached, along with any other tax forms that may be required. Donee agrees to complete and execute Part V of Form 8283 upon Donor's timely request, solely to acknowledge receipt of the Property.

3. Title Evidence. Security 1st Title ("Title Company") shall insure, in Donee's name and in the amount of the Market Price, fee simple title to the Property subject to all matters of record. The premium for the title commitment to insure and the title insurance policy providing the coverage described in this Section will be paid by Donee. If Donee elects to obtain any special coverages, Donee shall also pay the cost therefor.

4. Prorations and Closing Costs. Donee shall pay the Title Company's closing and escrow fees. Donee shall pay all recording costs and fees (and the cost of filing the deed). All ad valorem real estate taxes and installments of special assessments attributable to the 2025 calendar year shall be the sole responsibility of Donee, regardless of the actual date of Closing. No proration of such taxes or assessments shall be made at Closing, and Donor shall have no obligation to reimburse or credit Donee for any portion thereof. Donee acknowledges that it is assuming full responsibility for payment of all such taxes and assessments for the year of Closing.

5. Closing. It is understood and agreed between the parties hereto that time is of the essence of this Agreement. This transaction shall be consummated and closed ("Closing") at the Title Company on July \_\_\_\_\_, 2025 ("Closing Date").

6. Reimbursement to Donor. Donor and Donee acknowledge that, after the Closing, Donee intends to sell the Property to a third party. Upon the closing of such sale, Donee shall pay to Donor the amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) from the net proceeds of the sale. This amount shall be paid to Donor no later than five (5) business days following Donee's receipt of the sale proceeds. This payment is intended to reimburse Donor for prior expenditures related to the Property and is not intended to alter the charitable nature of the donation for tax purposes.

7. Possession. Exclusive possession of the Property shall be provided to Donee on the Closing Date.

8. Default. In the event Donee fails to timely perform its obligations under this Agreement (including its obligation to timely close the transaction contemplated hereby) for any reason other than a default by Donor under this Agreement, and Donee fails to cure such breach within ten (10) days after written notice from Donor, Donor may pursue all available remedies under the terms of this Agreement, at law or in equity. In the event Donor fails to timely perform its obligations under this Agreement (including its obligation to timely close the transaction contemplated hereby) for any reason other than a default by Donee under this Agreement, and Donor fails to cure such breach within ten (10) days after written notice from Donee, Donee may pursue all available remedies under the terms of this Agreement, at law or in equity.

9. Notices. Any notice from Donor to Donee or from Donee to Donor, except where otherwise specifically provided, shall be deemed served effective (i) upon delivery, if personally delivered; (ii) upon delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below; (iii) upon receipt, if sent by registered or certified mail, return receipt requested, addressed as set forth below; or (iv) upon being sent by facsimile transmission or electronic mail. The notice addresses of the parties are:

If to Donor:	Pavan Reddy <hr/> Wichita, Kansas E-Mail: <a href="mailto:pavansreddy@gmail.com">pavansreddy@gmail.com</a> Phone: (316) 687-1714
If to Donee:	Wichita Cancer Foundation Attn: Chris Arellano 1035 N. Emporia Ave., Suite 195 Wichita, KS 67214 E-Mail: <a href="mailto:carellano@hinklaw.com">carellano@hinklaw.com</a> Phone: (316) 631-3122

The customary registered/certified mail receipt or Federal Express or other courier receipt shall be evidence of such notice.

10. AS-IS Sale. Donee acknowledges and agrees that Donor has not made, does not make and specifically negates and disclaims any representations or warranties whatsoever whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which the Donee may conduct thereon; (c) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; or (e) any other matter with respect to the Property. Donor will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property furnished by any real estate broker, agent or other person. Donee acknowledges and agrees that to the maximum extent permitted by law, the conveyance of the Property will be made on an "AS IS" and "WHERE-IS" condition basis, subject to "ALL FAULTS".

11. Commissions. Donee and Donor acknowledge that Amelia Sumerell (the “Broker”) has been involved in this transaction, and Donee shall be solely responsible for the payment of any commission, fee, or other compensation due to the Broker in connection with the transaction contemplated by this Agreement. If any other individual or entity shall assert a claim to a finder’s fee, or commission, or other similar fee against either Donee or Donor on account of an alleged employment, arrangement or contract as a broker or a finder, then the party who is alleged to have retained such individual or entity shall and does hereby agree to indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon. Notwithstanding any other provision of this Agreement to the contrary, the indemnity and hold harmless provisions contained in this Section shall survive the Closing and, if this Agreement is terminated, the termination of this Agreement.

12. Governing Law. The laws of the State of Kansas shall govern the validity, enforcement and interpretation of this Agreement.

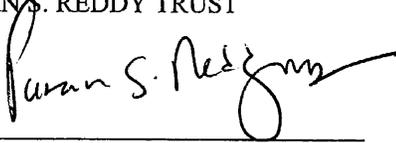
13. Miscellaneous. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree this Agreement may be executed in any number of counterparts, which together shall constitute the agreement of the parties.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Real Estate Acquisition & Donation Agreement to be effective as of the Effective Date.

**"DONOR"**

PAVANS. REDDY TRUST

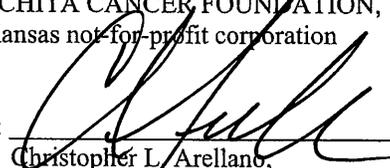


\_\_\_\_\_  
Pavan S. Reddy, Trustee

**"DONEE"**

WICHITA CANCER FOUNDATION,  
a Kansas not-for-profit corporation

By: \_\_\_\_\_



Christopher L. Arellano,  
President of the Board of Directors

EXHIBIT A  
PROPERTY LEGAL DESCRIPTION

Lot 15, Block 1, Cross Creek Second Addition.

CONTAINS: 39,122 square feet or 0.898 acres of land, more or less.

Having Kansas state tax parcel ID number 00194824.