

**IN THE DISTRICT COURT IN AND FOR WASHINGTON COUNTY  
STATE OF OKLAHOMA**

**COPPER TREE, INC., a Delaware Corporation; )  
GREEN COPPER HOLDINGS, LLC, )  
a New Mexico Limited Liability Company; )  
and CYNTHIA BLANCHARD, )  
an individual; )  
Plaintiffs, )**

v. )

**FRANK LLOYD WRIGHT BUILDING )  
CONSERVANCY, an Illinois not-for-profit )  
corporation; )  
PRICE TOWER ARTS CENTER, INC., )  
an Oklahoma nonprofit organization; )  
Defendants. )**

Case No. *CJ-2024-237*  
Judge:

DISTRICT COURT WASHINGTON CO OK  
JILL L. SPITZER, COURT CLERK

FILED  
OCT 21 2024  
BY *[Signature]* DEPUTY

**PETITION**

Plaintiffs, Copper Tree, Inc., a Delaware Corporation, Green Copper Holdings, LLC, a New Mexico Limited Liability Company, and Cynthia Blanchard, an individual, (“Plaintiffs”), by and through their attorneys of record, Helton Law Firm, and for their causes of action against Defendants, Frank Lloyd Wright Building Conservancy, an Illinois not for-profit corporation, and Price Tower Arts Center, Inc., an Oklahoma not-for-profit organization (collectively “Defendants”) allege and state as follows, all upon information and belief:

**JURISDICTION AND VENUE**

1. Plaintiff, Copper Tree, Inc. (“Copper Tree”), is a foreign corporation incorporated under the laws of Delaware, with its registered agent in the State of Oklahoma identified as Hugh Robert, 15th W. 6th St., Suite 2800, Tulsa, Oklahoma 74119.

2. Plaintiff, Green Copper Holdings, LLC, (“Green Copper”), is a foreign limited liability company organized under the laws of New Mexico, with its registered agent in the State of Oklahoma identified as Hugh Robert, 15th W. 6th St., Suite 2800, Tulsa, Oklahoma 74119.

3. Plaintiff, Cynthia Blanchard (“Blanchard”), is an individual who resides in Washington County, Oklahoma.

4. Green Copper currently owns certain real property in Washington County, Oklahoma, and more particularly described as:

**BLOCK FORTY-SEVEN (47) OF THE ORIGINAL TOWN,  
NOW CITY OF BARTLESVILLE, OKLAHOMA**

Located at 510 Southeast Dewey Ave, Bartlesville, OK and more commonly known, and hereinafter referred to, as the “Price Tower”.

5. Defendant, Price Tower Arts Center, Inc. (“PTAC”), was a domestic not-for-profit corporation and is named herein only for the purposes of quieting title with respect to the subject easement.

6. Defendant, the Frank Lloyd Wright Building Conservancy (the “Conservancy”), is a foreign not-for-profit corporation.

7. The actions giving rise to this matter occurred in Washington County, Oklahoma and involves personal and real property specified situated in Washington County, Oklahoma.

8. This Court has proper jurisdiction and venue for this action.

**STATEMENT OF FACTS**

9. Plaintiffs hereby incorporate all previous paragraphs herein as if set forth in full.

10. Green Copper is the current owner of a fee simple title to and is in actual possession of the Price Tower.

11. Green Copper obtained title to the Price Tower via a Quit Claim Deed, executed on March 7, 2023 and recorded on March 10, 2023 with the Washington County Clerk in Book 1208, Page 1053 in favor of Green Copper. *See* Quit Claim Deed attached hereto as **Exhibit A**.

12. The Price Tower was previously subject to a “Preservation and Conservation Easement” (the “Easement”) recorded on April 18, 2011 with the Washington County Clerk in Book 1098, Page(s) 238-252, in favor of the Conservancy. *See* Preservation and Conservation Easement attached hereto as **Exhibit B**.

13. On August 7, 2024, the Conservancy filed a UCC-1 Financing Statement recorded with the Oklahoma County Clerk, as Document #2024080702077066, naming Ms. Blanchard, individually, as the Debtor, and the Conservancy as the Secured Party (the “UCC Filing”). *See* UCC Filing attached hereto as **Exhibit C**.

**FIRST CAUSE OF ACTION  
DECLARATORY JUDGMENT  
(Against the Conservancy)**

**I. THE EASEMENT EXTINGUISHED BY ITS OWN TERMS.**

14. Plaintiffs hereby incorporate each of the above allegations as if set forth in full herein.

15. Pursuant to 12 O.S. § 1651, District Courts may determine rights, status, and other legal relations in cases of actual controversy.

16. Upon information and belief, the Conservancy alleges that the Easement applies to Plaintiffs.

17. Plaintiffs did not sign the Easement.

18. Further, the Easement contains an extinguishment clause that provides as follows, in relevant part:

Notwithstanding anything herein to the contrary, Grantor and Grantee recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for preservation and conservation purposes and necessitate extinguishment of this Easement. [ . . . ] **In the event of any cessation of operations or dissolution of either party**, or termination of Grantee's not-for-profit status as a Section 501(c)(3) organization, this Easement shall continue in favor of any successor or assignee designated by such party **provided that such successor or assignee is an entity qualified as a Section 501(c)(3) organization dedicated to preservation of historic structures.**

Ex. B at 5, ¶ 20 (emphasis added).

19. Upon information and belief, PTAC ceased operations.

20. Plaintiffs are not Section 501(c)(3) organizations.

21. Therefore, Plaintiffs are entitled to a declaratory judgment, pursuant to 12 O.S. § 1652, that the Easement is extinguished due to the cessation of PTAC's operations and the sale of the Price Tower to a non-501(c)(3) entity.

## II. THE EASEMENT DOES NOT APPLY TO PERSONAL PROPERTY.

22. Even if the Easement did not extinguish by its own terms, the Easement nonetheless does not create a security interest in personal property.

23. In fact, the terms "security interest", "security agreement", or "personal property" do not appear in the Easement.

24. Upon information and belief, the Conservancy alleges that the Easement, a filing in the land records, pertains to personal property that is not affixed to real property.

25. Upon information and belief, the Conservancy contends the Easement is still effective because it "runs with the land." *See* Easement, ¶ 11.

26. Easements apply to real property, not personal property.

27. Personal property is not land.

28. Accordingly, the Conservancy has no claim or interest in any personal property because of the Easement.

29. Therefore, Plaintiffs are entitled to a declaratory judgment, pursuant to 12 O.S. § 1652, that the Easement does not apply to personal property.

**III. THE EASEMENT DOES NOT CREATE A SECURITY INTEREST AGAINST PLAINTIFFS IN THE CONSERVANCY'S FAVOR.**

30. Even if the Court determines that the Easement did not extinguish by its own terms and applies to personal property, the Easement does not create a security interest in the Conservancy's favor against Plaintiffs.

31. The purported basis for the Conservancy's UCC Filing is the Easement.

32. However, Blanchard does not own the personal property contained in the UCC Filing.

33. Blanchard did not sign a security agreement with the Conservancy.

34. The Conservancy does not possess any security agreement signed by Blanchard that names the Conservancy as a secured party.

35. Green Copper did not sign a security agreement with the Conservancy.

36. The Conservancy does not possess any security agreement signed by Green Copper that names the Conservancy as a secured party.

37. Copper Tree did not sign a security agreement with the Conservancy.

38. The Conservancy does not possess any security agreement signed by Copper Tree that names the Conservancy as a secured party.

39. Curiously, the inventory attached as Exhibit A to the UCC Filing is dated May of 2022, and the face of the document indicates that it was "updated" on July 30, 2024 (the "2024 Inventory").

40. The 2024 Inventory is not attached to the Easement, which was recorded more than ten (10) years before the creation of the 2024 Inventory.

41. The 2024 Inventory is not signed by Plaintiffs.

42. The Conservancy presumably claims that the Easement provides it a security interest in the Price Tower, but the Easement clearly does not even contain all of the personal property described in the 2024 Inventory.

43. Further, the inventory set forth in the Easement was not even acknowledged or executed by the parties to the Easement.

44. Upon information and belief, the Conservancy never obtained approvals from any party to amend or revise Schedule C to the Easement.

45. Plaintiffs never approved any inventory lists proposed by the Conservancy.

46. Accordingly, Plaintiffs seek a declaratory judgment, pursuant to 12 O.S. § 1652, that the Easement does not create a security interest in personal property against Plaintiffs.

47. Additionally, Blanchard seeks a declaratory judgment, pursuant to 12 O.S. § 1652, that the UCC Filing, naming Ms. Blanchard, individually, is void and a legal nullity.

48. Plaintiffs have personally suffered harm as a result of the Conservancy's dubious efforts to assert claims that have no basis in law or fact.

49. The Court has the authority to adjudicate the actual controversies existing between Plaintiffs and the Conservancy.

**SECOND CAUSE OF ACTION**  
**INJUNCTION**  
**(Against the Conservancy)**

50. Plaintiffs hereby incorporate each of the above allegations as if set forth in full herein.

51. Pursuant to 12 O.S. § 1381 *et seq.*, this Court may restrain the commission or continuance of some act that produces injury to Plaintiffs or an action in violation of Plaintiffs' rights with respect to the subject of the action.

52. As set forth above, the Conservancy's actions have produced injury to Plaintiffs and continue to produce injury to Plaintiffs.

53. The Conservancy has intentionally interfered with Plaintiffs' ability to sell the Price Tower by asserting baseless claims under the Easement.

54. The Conservancy has intentionally interfered with Plaintiffs' ability to sell certain personal property by filing false UCC financing statements against Plaintiffs.

55. The Conservancy continues to take actions that injure Plaintiffs and violate Plaintiffs' rights.

56. An injunction is necessary to prevent the Conservancy from taking additional actions that irreparably damage Plaintiffs and violate Plaintiffs' rights.

**THIRD CAUSE OF ACTION**  
**TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**  
**(Against the Conservancy)**

57. Plaintiffs hereby incorporate each of the above allegations as if set forth in full herein.

58. At all times relevant hereto, Plaintiffs had business relationships and/or expectancies with prospective purchasers of the Price Tower.

59. The Conservancy intentionally interfered with Plaintiffs' business relationships and expectancies with prospective purchasers, causing a breach and termination of the relationships and/or expectancies.

60. The Conservancy's interference was an unfair act without justification.

61. As a result of the Conservancy's interference, Plaintiffs suffered monetary damages.

62. Plaintiffs are entitled to recover their reasonable attorneys' fees due to the Conservancy's interference.

63. Plaintiffs respectfully request that the Court enter judgment in their favor against Conservancy for its tortious interference and award Plaintiffs actual damages in an amount in excess of \$75,000.00, punitive damages in an amount to be determined by the trier of fact, plus fees and costs.

**FOURTH CAUSE OF ACTION**  
**QUIET TITLE**  
**(Against all Defendants)**

64. Plaintiffs hereby incorporate each of the above allegations as if set forth in full herein.

65. Green Copper is the rightful owner of the Price Tower and is entitled to clear and quiet title free of any adverse claims, including the extinguished Easement.

66. Green Copper seeks a judgment quieting title to the Price Tower in its favor and declaring that Defendants have no right, title, or interest in the Price Tower.

**WHEREFORE**, Plaintiffs respectfully request that this Court enter judgment in their favor and against Defendants as follows:

- 1) For declaratory judgment that the Easement extinguished by its own terms and/or does not apply to Plaintiffs;
- 2) For declaratory judgment that the Easement does not apply to personal property;
- 3) For declaratory judgment that the UCC Filing is a legal nullity, and the Easement does not create a security interest against Plaintiffs in the Conservancy's favor;
- 4) For an injunction, prohibiting Defendants from interfering with the sale of Price Tower and/or personal property;



- 5) For an award of damages for the Conservancy's tortious interference with Plaintiffs' prospective economic advantage;
- 6) For an order quieting title to the Price Tower in favor of Green Copper and declaring the Easement void and a legal nullity; and
- 7) For all other such relief as this Court deems reasonable and proper.

**Respectfully submitted,**

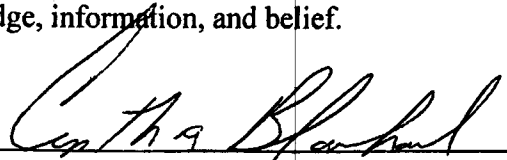
By: 

**Scott R. Helton, OBA #19829**  
**John S. Farley, III, OBA #33504**  
**HELTON LAW FIRM**  
**9125 S. Toledo Avenue**  
**Tulsa, Oklahoma 74137**  
**(918) 928-7104 – Telephone**  
**(918) 710-3930 – Facsimile**  
*Attorneys for Plaintiffs*

**VERIFICATION**

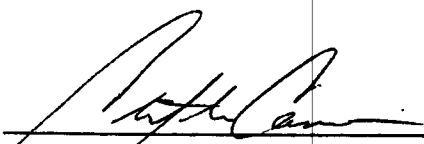
STATE OF OKLAHOMA            )  
  ) ss:  
COUNTY OF WASHINGTON        )

Cynthia Blanchard, of lawful age and being first duly sworn, hereby states that I have read the foregoing Petition. I am familiar with the contents thereof, and the allegations set forth therein are true and correct to the best of my knowledge, information, and belief.

  
\_\_\_\_\_  
Cynthia Blanchard

SUBSCRIBED AND SWORN to before me this 21st day of October, 2024,  
by Cynthia Blanchard.



  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 07-08-2027

Commission No.: 19006768



MAILING ADDRESS:  
510 S. Dewey, Ste 300  
Bartlesville, OK 74003

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS

That PRICE TOWER ARTS CENTER, INC., an Oklahoma nonprofit corporation ("Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and quitclaim unto Green Copper Holdings, LLC, a New Mexico limited liability company ("Grantee"), a certain tract of real property situated in Washington County, Oklahoma, described as follows, to wit:

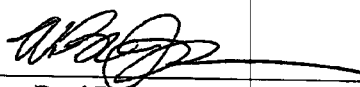
BLOCK FORTY-SEVEN (47) OF THE ORIGINAL TOWN,  
NOW CITY OF BARTLESVILLE, OKLAHOMA

NO DOCUMENT STAMPS REQUIRED: CONSIDERATION UNDER \$101.00  
together with all improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the Grantee, and Grantee's successors and assigns forever. Grantor does not warrant, either expressly or impliedly, the condition or fitness of the property conveyed hereunder, any such warranty being hereby expressly negated. Grantee, by acceptance hereof, accepts the property conveyed hereunder in its "as is" condition.

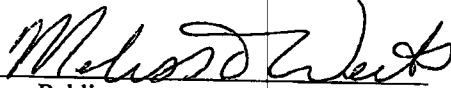
EXECUTED and delivered this 7th day of March, 2023.

PRICE TOWER ARTS CENTER, INC

By:   
Name: Brad Doenges  
Title: Chairman of the Board

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF WASHINGTON        )

This instrument was acknowledged before me on March 7, 2023, by Brad Doenges, as the Chairman of the Board of PRICE TOWER ARTS CENTER, INC., an Oklahoma nonprofit corporation, on behalf of said corporation.

  
Notary Public

My Commission Expires: 8/9/2026  
Commission No.: 22010762

MELISSA WERTS  
Notary Public  
State of Oklahoma  
Commission No. 22010762  
Expires: 08/09/2026



*Deal*



**PRESERVATION AND CONSERVATION EASEMENT**

This Preservation and Conservation Easement is effective as of the 6<sup>th</sup> day of April 2011, by and between Price Tower Arts Center, Inc., an Oklahoma nonprofit organization, of 510 South Dewey Avenue, Bartlesville, Oklahoma 74003 ("Grantor"), and The Frank Lloyd Wright Building Conservancy, an Illinois not-for-profit corporation, of 53 West Jackson Boulevard, Suite 1120, Chicago, Illinois 60604.

**WITNESSETH:**

WHEREAS, the Grantee is organized as an Illinois not-for-profit corporation and is a qualifying recipient of qualified conservation contributions under the Internal Revenue Code (the "Code");

WHEREAS, the Grantor is organized as an Oklahoma not-for-profit corporation and is a tax exempt corporation under the Code;

WHEREAS, the Grantor owns certain real property consisting of one parcel (the "Site") and including one main structure commonly known as the Price Tower (the "Building") located at 510 Dewey Avenue, Bartlesville, Oklahoma 74003 (all sometimes collectively referred to as the "Premises"), the legal description for which is attached as Exhibit A, and which was designated a National Historic Landmark on March 29, 2007.

WHEREAS, the architect of the Building was Frank Lloyd Wright;

WHEREAS, the Grantor and Grantee recognize the historical, cultural, and aesthetic value of the Premises and have the common purpose of conserving and preserving the Premises, and related original architectural and design elements;

WHEREAS, Frank Lloyd Wright designed total environments, including architecture, furniture and decorative glass, windows and arts, so that the removal or sale of these elements diminishes the artistic and historic value of such environments;

WHEREAS, the grant of a preservation and conservation easement will assist in preserving and maintaining the Premises;

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation and conservation easement on the Premises, pursuant to the following terms and conditions;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby irrevocably grants and conveys unto the Grantee a preservation and conservation easement in gross in perpetuity (the "Easement") in and to the Premises as follows:

The Easement shall be of the nature and character hereinafter expressed, and shall constitute a binding servitude, to run in perpetuity upon said Premises, and to that end, Grantor covenants on behalf of itself, its successors and assigns, with Grantee, its successors, and assigns, that each of the following covenants and stipulations, will contribute to the public purpose and will aid significantly in the preservation of the Premises, and will help maintain and assure the present and future historic integrity of the Premises.

1. **Description of the Premises.** To more fully establish the Grantor's obligations and undertakings with reference to the Premises and in order to document the external and internal appearance and condition of the Building as of the date of this Easement, Grantor will compile a set of photographs depicting the exterior and interior surfaces of the Building and the surrounding property, text describing the Building and copies of the original architectural plans of the Building. This compilation shall be identified as the Price Tower Compilation

BK 1098 PG 0238



BK 1098 PG 0239

and attached hereto as Exhibit B. It is stipulated that the external and internal appearance and condition of the Building as shown in the Price Tower Compilation is the external and internal appearance and condition of the Building as of the date of this Easement. Grantor intends to preserve and maintain the exterior and certain historic interior features of the Premises to conform substantially to the Price Tower Compilation, and in a manner consistent with the 1995 edition (or more recent) U.S. Secretary of the Interior's Standards for the Treatment and Restoration of Historic Properties, (the "Standards"). If the Price Tower Compilation or the Standards are destroyed, lost or abandoned, the Grantor and Grantee shall agree upon reasonable alternative standards for application hereunder including, but not limited to, state or local standards for review of work affecting historically or architecturally significant structures. As used herein: "Facades" shall mean the exterior facades and elevations (including structural and decorative architectural elements and windows comprising part of such facades and elevations) and walkways and related landscaping approaching various entrances to the Building, as reflected in the Price Tower Compilation.

2. **Grantor's Permanent Covenants.** Grantor covenants and agrees, for itself, its successors and assigns, to do and to refrain from doing (as the case may be) upon the Premises, the following:

a. Grantor shall not demolish or remove any material portion of the Facades or the exterior of the Building except as provided herein.

b. Without the prior consent of the Grantee, Grantor shall not:

i) Increase or decrease the height of any Facade or the Building;

ii) Adversely affect the structural soundness of any Facade or the Building;

iii) Make or permit any material changes in the appearance or construction of any Facade or the exterior of the Building, except ordinary repairs or maintenance pursuant to Paragraph 2 (c) or reconstruction or restoration pursuant to Paragraph 2 (d); or

iv) Grantor shall not erect or place buildings or structures on the Premises, except for temporary structures for the maintenance or rehabilitation thereof, or for promotional, educational or social events.

c. Grantor shall at all times maintain the Premises in good condition and repair and maintain the structural soundness and safety of the Building and Site. Subject to the casualty provisions of Paragraphs 4 and 5, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to have the external nature of the Building at all times appear to be the same as depicted in the Price Tower Compilation.

d. Grantor shall complete any reconstruction or restoration of the Facades or exterior of the Building pursuant to plans and specifications ("Plans") prepared by Grantor's architect. The Plans shall be based upon the Price Tower Compilation and the Standards. The Plans and any material alteration to them must be approved by the Grantee in advance. Grantor shall provide Grantee such Plans or alterations and Grantee shall advise Grantor whether it approves same within 30 days of receipt; if Grantee fails to so advise Grantor within such 30 days, Grantee shall be deemed to have given approval. The standard for approval will be the fidelity of the Plans to the Price Tower Compilation and the Standards. The approval of the Plans, or any alteration, by Grantee shall not be unreasonably delayed or withheld. Grantor shall undertake any reconstruction or restoration work in accordance with the Plans, and shall permit periodic review of work by the Grantee to ensure work conforms to the approved Plans. If, during the course of work Grantee determines that any work does not conform to the Plans, Grantee may so advise Grantor and Grantor shall give due consideration to Grantees advice Within thirty (30) days following completion of the work, Grantor shall provide the Grantee a full and complete set of the Plans, which

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shall be deposited and retained as part of the Price Tower Compilation.

- e. Grantor shall not accumulate unsightly or offensive materials on the Premises.
  - f. Grantor shall not subdivide, sell or develop parts of the Premises separately.
  - g. Grantor may repair, remodel, restore, alter and change any part of the interior of the Building so long as the Facades are not materially affected and so long as the interior artworks and architectural features listed on a list of Protected Historic Features, which is attached as Exhibit C, are not altered or changed. Grantor reserves the right to amend and update Exhibit C from time to time, and shall promptly deliver a dated copy of any amended or updated Exhibit C to Grantee. Grantor shall provide Grantee drawings reflecting remodeling, alterations and changes within 30 days after completion of same.
3. **Public Access.** Grantor shall continue to make the Premises accessible to the public consistent with the purposes of this Easement.
4. **Casualty Damage.** If the Facades are damaged by casualty, and if Grantors determine that restoration is feasible, then Grantors shall restore the Facades to the extent that they can reasonably be restored consistent with the Price Tower Compilation and the Standards, and shall consult with Grantee in connection with the restoration.
5. **Review After Casualty Loss.** If after the Building suffers a casualty Loss, in the opinion of the Grantee and Grantor, restoration/reconstruction would not serve the purpose and intent of the Easement, the Grantor shall continue to comply with the provisions of the Easement dealing with the extinguishment of the Easement, as well as the provisions dealing with Grantor's obligations with regard to the alteration, demolition, removal or razing of the Premises, Building or Site.
6. **Grantee's Covenants.** The Grantee hereby warrants and covenants that:
- a. Grantee is and will remain a Qualified Organization for purposes of Sections 501 (c)(3), 170(h) and related provisions of the Code. If the Internal Revenue Service successfully challenges Grantee's status as a Qualified Organization, Grantee shall promptly select two or more Qualified Organizations to one of which Grantor agrees to transfer all rights and obligations under this Easement.
  - b. If Grantee at any time in the future becomes the owner of the Premises, Grantee for itself, its successors, and assigns, covenants and agrees, in the event of a subsequent conveyance of the same to another, to specifically continue the applicability of this Easement.
  - c. Grantee may, with the prior consent of Grantor, convey, assign, or transfer this Easement to a Qualified Organization as defined in Paragraph 6 (a) above.
  - d. Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement, and shall consider economic and business factors affecting Grantor.
7. **Inspection.** Grantee or Grantee's agent shall be permitted at all reasonable times to inspect the Premises, including the Facades, the Building and Site. Grantee shall be permitted to enter and inspect the interior of the Building to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than once annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor, and Grantor shall not unreasonably withhold its consent in determining a date and time for such

inspection. Grantee may, during such inspections, take photographs, make drawings or other representations documenting the significant historical, cultural, or architectural character and features of the Premises, provided such activities do not materially adversely interfere with Grantor's use of the Premises.

8. **Grantee's Remedies.** Grantee has the following legal remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereinafter provided by law or in equity:

- a. Legal relief available to Grantee shall include ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises, Building, Site or Facades to the condition and appearance required under this instrument.
- b. Grantee's exercise of any remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

9. **Notice from Government Authorities.** Within ten (10) days of receipt by Grantor, Grantor shall deliver to Grantee copies of any notice received by Grantor from any government authority setting forth any violation of any law or regulation or building or occupancy code or permit. Upon request by Grantee, Grantor shall promptly furnish Grantee evidence of Grantor's compliance with such notice, demand, letter, or bill.

10. **Notice of Proposed Sale.** Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

11. **Runs with the Land.** The obligation imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises except as provided in Paragraph 20. This Easement shall be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Notwithstanding anything herein to the contrary, no person shall have any obligation pursuant to this instrument following the termination of such person's right, title and interest in and to the Premises. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divest themselves of either the fee simple title to or any lesser estate in the Premises or any part thereof.

12. **Recording.** Grantor shall cause this Easement to be recorded in the official records of the recorder of deeds for the county in which the Premises are located within ten (10) days of the execution of this Easement.

13. **Existing Liens.** Except for those matters shown in Exhibit D hereto, Grantor warrants to Grantee that no perfected lien or encumbrance exists on the Premises as of the date hereof. Grantor shall immediately cause to be satisfied, subordinated or released any perfected lien that may hereafter come to exist against the Premises, which would have priority over any of the rights, title, or interest hereunder of Grantee.

14. **Indemnification.** The Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, the Grantee, its agents, directors, and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in any way relating to the administration, performed in good faith, of this Easement, including, but not limited to, the granting or denial of consents hereunder, the reporting on or advising as to any condition on the Premises, and the execution of work on the Premises. In the event that the Grantor is required to indemnify the Grantee pursuant to the terms of this Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

15. **Taxes and Charges.** Grantor shall pay immediately, when first due and owing, all general taxes, special

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taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises.

16. **Insurance.** Grantor shall keep the Premises insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would normally be carried on a property such as the Premises. Such insurance shall name Grantee as an additional insured and shall provide for at least thirty (30) days' notice to Grantee before cancellation and that the act or omission of one insured shall not invalidate the policy as to any other insured party. Furthermore, Grantor shall deliver to Grantee fully executed copies of such insurance policies, or certificates of insurance, evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior to the expiration of such policy. Grantee shall have the right to provide insurance at Grantor's cost and expense, should Grantor fail to obtain it. In the event Grantee obtains such insurance, the cost of such insurance shall be a lien on the Premises until repaid by Grantor.

17. **Liens.** Any lien on the Premises created pursuant to any Paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien.

18. **Written Notice.** Any notice, approval or consent provided for hereunder shall be in writing and shall be mailed postage prepaid by registered, or by certified mail with return receipt requested, or by hand delivery, or by telefacsimile transmission to the following addresses: (a) if to Grantor: 510 South Dewey Avenue, Bartlesville, Oklahoma 74003; and if to Grantee: The Frank Lloyd Wright Building Conservancy, 53 West Jackson Boulevard, Suite 1120, Chicago, IL 60604 (fax) 312-663-5505; or to any subsequent address as notified. Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Executive Director, President, or by any duly authorized representative of the Grantee.

19. **Evidence of Compliance.** Upon request by Grantee, Grantor shall promptly furnish Grantee with reasonable evidence of Grantor's compliance with any obligation of Grantor contained herein.

20. **Extinguishment.** Notwithstanding anything herein to the contrary, Grantor and Grantee recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for preservation and conservation purposes and necessitate extinguishment of this Easement. Such a change in condition includes, but is not limited to, partial or total destruction of the Building or the Facades resulting from a casualty of such magnitude that Grantor decides in its sole judgment, and after due consideration of this Easement, to demolish the Building in whole or in part, not to reconstruct the Building. In the event of any cessation of operations or dissolution of either party, or termination of Grantee's not-for-profit status as a Section 501(c) (3) organization, this Easement shall continue in favor of any successor or assignee designated by such party provided that such successor or assignee is an entity qualified as a Section 501 (c) (3) organization dedicated to preservation of historic structures.

21. **Interpretation and Enforcement.** The following provisions shall govern the effectiveness interpretation, and duration of this Easement:

- a. Any rule of strict construction designed to limit the breadth of restriction on alienation shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes.
- b. This instrument shall extend to and be binding upon the parties and all persons hereafter claiming under or through them. Anything contained herein to the contrary notwithstanding, a person shall have no



BK 1098PG0243


obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the premises by reason of a bona fide transfer for full value. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

- c. This instrument is made pursuant to the laws of the State of Oklahoma. The invalidity or lack of enforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.
- d. This instrument reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations which conflict with or purport to cover the same provisions as stated in this instrument are null and void upon execution hereof, unless set out in this instrument.
- e. Each party represents and acknowledges that it has relied exclusively upon its own independent tax and/or legal advisors in evaluating the tax and/or legal considerations arising from or relating to this Easement.

EXECUTED BY:

GRANTOR:

Price Tower Arts Center, Inc.

  
 By: Timothy Boruff  
 Its Executive Director

GRANTEE:

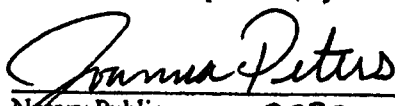
The Frank Lloyd Wright Building Conservancy

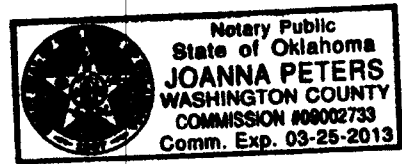
  
 By: \_\_\_\_\_  
 Its Executive Director

STATE OF OKLAHOMA )

COUNTY OF Washington ) ss

On this 9 day of March 2011, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared, Timothy Boruff to me personally known, who, being by me duly sworn, did say that he is the authorized representative of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said, \_\_\_\_\_ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

  
 Notary Public, 09002733 Co., WA  
 My Commission Expires: 3-25-2013



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 6~~th~~ day of April 2011, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Janet L Halstead, to me personally known, who, being by me duly sworn, did say that he is the authorized representative of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Staci M Mohan  
Notary Public in and for Cook County, Illinois  
My Commission Expires:



**Prepared by and when recorded return to:**  
The Frank Lloyd Wright Building Conservancy  
53 W. Jackson, Suite 1120  
Chicago, IL 60604

BK 1098PG0244

Exhibit A

**DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT PHILLIPS PETROLEUM COMPANY, Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim to PRICE TOWER ARTS CENTER, INC. all of Grantor's right, title, and interest in and to the personal property located in and designed by Frank Lloyd Wright for the Price Tower and the real property situate in the County of Washington, State of Oklahoma to wit:**

02823

**Block Forty-seven (47) of the Original Town,  
Now City of Bartlesville, Oklahoma**

*510 SE Dewey, Bartlesville, OK 74003*

**to have and to hold it to Grantee and Grantee's successors, and assigns forever. Neither Grantor nor Grantor's successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.**

BK 1098PG 0245

**GRANTOR DOES NOT WARRANT EITHER EXPRESSLY OR IMPLIEDLY, THE CONDITION OR FITNESS OF THE PROPERTY CONVEYED HEREUNDER, ANY SUCH WARRANTY BEING HEREBY EXPRESSLY NEGATED. GRANTEE BY ACCEPTANCE HEREOF ACKNOWLEDGES THAT GRANTEE HAS MADE A COMPLETE INSPECTION OF THE PROPERTY AND ANY IMPROVEMENTS AND/OR EQUIPMENT LOCATED THEREON AND IS IN ALL RESPECTS SATISFIED THERewith AND ACCEPTS THE SAME "AS IS".**

**SAVE and EXCEPT, and there is hereby reserved unto Grantor, its successors and assigns all of the oil, gas and other minerals in and under and that may be produced from the above described property.**

**GRANTEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD GRANTOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION CLEANUP COSTS, COURT COSTS AND ATTORNEYS'**

Exhibit A

BK 1098 PG 0246

FEES), GOVERNMENTAL ORDERS, PENALTIES, FINES, DAMAGES, LOSSES AND LIABILITIES, OF WHATEVER NATURE OR KIND, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE PRESENCE OF ANY PETROLEUM PRODUCTS, HYDROCARBONS, OR CONTAMINANTS (INCLUDING WITHOUT LIMITATION HAZARDOUS OR TOXIC SUBSTANCES) IN, ON OR UNDER THE PROPERTY REGARDLESS WHETHER THE SAME OCCURRED PRIOR TO OR AFTER THE DATE OF THIS DEED, AND REGARDLESS WHETHER THE SAME WAS CAUSED BY OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

TO HAVE AND TO HOLD said described premises unto the said Grantee, its successors and assigns forever, effective March 30, 2001.

WITNESSES

PHILLIPS PETROLEUM COMPANY

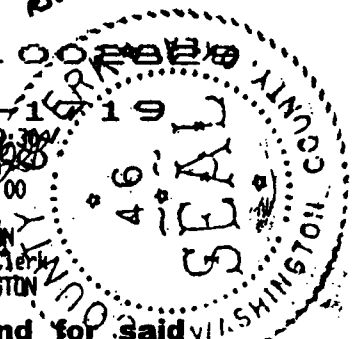
Jimmy Baker  
Elizabeth Belling

By George F. Patterson  
Attorney-in-Fact

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Doc # 2001002828  
Bk 947  
Pg 1718-1719  
DATE 04/02/01 15:30:30  
Filing Fee \$10.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of WASHINGTON  
WASHINGTON County Clerk  
M. PARRISH, WASHINGTON

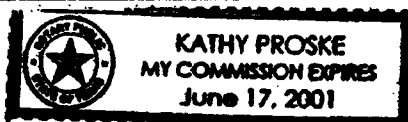


Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of March 2001, personally appeared George F. Patterson, the duly constituted Attorney-in-Fact for PHILLIPS PETROLEUM COMPANY, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal the day and year last above written.

Kathy Proske  
Notary Public

My Commission Expires:



Bonafide gift  
no documentary tax  
stamp.

Exhibit A

OTC  
988

Revised 11-2002

OKLAHOMA APPLICATION  
FOR AD VALOREM TAX EXEMPTION  
CHARITABLE

Tax Year

2004

To: Todd Mathes County Assessor  
Washington County, Oklahoma

AFFIDAVIT

I, the undersigned, am personally acquainted with the use of the property hereinafter described, to wit:

(Mailing Address and Legal Description) 510 SE Newey, Bartlesville, OK 74003  
#8783 Lots 1-3 Block 47 incl. value of 10' vac. alley

This property was purchased by Price Tower Arts Center

Date filed 3/27/2001 Book 947 Page 1718-1719 County Washington

To qualify, the above described property must comply with one of the following statutory requirements...

- All property of any charitable institution organized or chartered under the laws of this state as a nonprofit or charitable institution, provided the net income from such property is used exclusively within this state for charitable purposes and no part of such income inures to the benefit of any private stockholder, including property which is not leased or rented to any person other than a governmental body, a charitable institution or a member of the general public who is authorized to be a tenant in property owned by a charitable institution under Section 501(c)(3) of the Internal Revenue Code, and which additionally satisfies the income standards set forth in Internal Revenue Service Revenue Procedure 96-32 if the property provides residential rental accommodations regardless of whether services or meal are provided, or
- All property used exclusively and directly for charitable purposes within the state, provided the charity using said property does not pay any rent or remuneration to the owner thereof unless the owner is a charitable institution described in Section 501(c)(3) of the Internal Revenue Code, 26 U.S.C., Section 501(c)(3), or a veterans' organization described in Section 501(c)(19) of the Internal Revenue Code, 26 U.S.C., Section 501(c)(19).
- A charitable institution requesting an exemption pursuant to the provisions of paragraph 8 of Section 2887 of Title 68 of the Oklahoma Statutes shall be required to file an application with supporting documentation to satisfy both income and occupancy requirements of IRS Rev. Proc. 96-32. This application shall be required initially and each year thereafter, with the county assessor of the county in which the property is located. (68 O.S. 2000 Supp. § 2887.1)
- A continuum of care retirement community providing housing for the aged, licensed under Oklahoma law, owned by a nonprofit entity recognized by the Internal Revenue Service as a Section 501 (c) (3) tax-exempt entity and located in a county with a population of more than five hundred thousand (500,000) according to the latest Federal Decennial Census; (68 O.S. 2001 § 2887 paragraph 8)
- If the property provides residential rental accommodations or is subject to occupancy requirements, the owner shall submit a report to the county assessor regarding the occupancy rate for the preceding eleven months no later than December 15. A copy of the report must accompany this form.

I, Laura V. Riley, being first duly sworn upon oath, under the penalties of perjury, do hereby depose and say that I am Director of Finance of Price Tower Arts Center

, that as such I am acquainted with the books, accounts and affairs of said institution and know the above statements to be true, correct and complete, and that all information requested herein has been fully and completely given and I understand this is an annual affidavit that must be filed with the county assessor each year by March 15.

Please attach a certified copy of the transfer document.

Is this property a housing program that is financed by a public trust?

Yes  No

If "yes" Section 178.6 Title 60 prohibits public trusts from financing housing or housing programs involving properties exempt from ad valorem taxation pursuant to Section 2887 of Title 68. Ref: Attorney General Opinion 01-56.

Applicant (or Agent)

Date

BK 1098PG0247

**EXHIBIT B**

EXHIBIT B is not recorded herewith. It contains a bound set of photographs depicting the exterior and interior surfaces of the building and the surrounding property, text describing the building, and copies of the original architectural plans. Two complete copies of Exhibit B exist, signed and dated by a representative of each party to this Easement, and one copy is stored in the offices of each party. In the event of any conflict between the two copies, the copy in the offices of the Grantee shall prevail.

BK 1098PG0248

## EXHIBIT C Easement Addendum – Protected Historic Features

### Class A

Those objects and areas deemed "irreplaceable" and of the utmost value. If object is removed, it shall be categorized as Class D.

### Class B

Those objects deemed "valuable" but which may necessitate replacement over time due to damage or breakage. If object is removed, it shall be categorized as Class D.

### Class C

Those items deemed "historic" but which may necessitate replacement due to mechanical upgrades or safety concerns. If object is removed, it shall be categorized as Class D.

### Class D

Those objects and items (moveable or fixed) currently installed or removed from the historic building over time that shall be accessioned into the collections of Price Tower Arts Center. This body of objects shall change over time due to museum accession and collecting policies, and as new items are discovered or removed from use. A current list of accessioned Price Tower historical objects shall be provided with each easement review.

#### *General Building Exterior*

- A Patinated embossed copper louvers, including their aluminum hardware
- A Patinated embossed copper decorative tiles
- A Patinated embossed copper trimmings and details, including hardware
- A Patinated copper balcony constructions (bedroom level of apartment)
- A Patinated embossed copper planter boxes
- A Triangular and hexagonal patinated copper lighting fixtures and shades
- A Aluminum window and door frames
- A Reinforced concrete carport structures and their patinated copper supports
- A Reinforced concrete exterior staircase and its formed aluminum handrail
- A Frank Lloyd Wright "signature" tile
- B Peach-colored glass window and door panes
- C Pigmented concrete sidewalks and entryways

#### *General Building Interior*

- A Patinated embossed copper decorative tiles (SW quadrant bedroom loft parapets)
- A Triangular lighting fixtures and shades (historic only)
- A Triangular ventilation grilles
- A Aluminum window and door frames (historic only)
- A Pigmented concrete floors
- A Bronze logo medallions (located on all floors but 2)
- A Square light fixtures and shades over bronze logo medallions (all floors but 2)
- A Reinforced concrete interior staircases and their formed aluminum handrail
- A Aluminum staircase screens (vertical rods used on interiors staircases)

- A Wooden doors (historic only)**
- A Laminate countertops (historic kitchens and bathrooms on floors 9 and 17 only)**
- A Painted steel cabinets (historic kitchens on floors 9 and 17 only)**
- A Appliances and rubbish chute cover (historic kitchens on floors 9 and 17 only)**
- A Built-in wood furniture, shelving, cabinetry, and wall paneling including any metal trim or hardware (historic only)**
- A Bathroom and powder room mirrors and sconce lighting (historic only)**
- A Ceramic tiles (historic bathrooms only)**
- B Paint color, walls in public areas and historic interiors**
- B Paint color, walls in public areas and historic interiors**
- B Peach-colored glass window and door panes (historic only)**
- C Elevator cabs (one currently in collections, three in current use)**
- C Boiler system (pair, in current use)**
- C Sinks, toilets, and bath fixtures and hardware (historic only)**
- First Floor Lobby and Loggia**
  - All items listed under "General Building Interior" above
  - A Painted text mural (Whitman Quote)**
  - A Lobby and loggia built-in wood banquette seating**
  - D Building directory board**
- First Floor "Taliesin Room"**
  - All items listed under "General Building Interior" above
  - A Willows and Reflections copper and cloisonné mural, with accompanying hexagonal wood table with cloisonné and copper insert and trio of triangular wood pull-up tables**
  - A Built-in wood furniture, banquette, cabinetry, and wall paneling**
  - A Triangular lighting diffusers**
  - D Copper mesh window treatments**
- First Floor Gallery**
  - All items listed under "General Building Interior" above
- Second Floor Gallery and Lobby Mezzanine**
  - All items listed under "General Building Interior" above
  - B Wooden partition wall system**
- Third Floor**
  - All items listed under "General Building Interior" above
  - B Wooden partition wall system in SE quadrant office**
- Fourth Floor**
  - All items listed under "General Building Interior" above
- Fifth Floor**
  - All items listed under "General Building Interior" above
- Sixth Floor**
  - All items listed under "General Building Interior" above
- Seventh Floor**
  - All items listed under "General Building Interior" above
- Eighth Floor**
  - All items listed under "General Building Interior" above

BK 1098PG0250



- All items listed under "General Building Interior" above  
*Ninth Floor*  
All items listed under "General Building Interior" above  
B Patinated embossed copper fireplace hood
- Tenth Floor*  
All items listed under "General Building Interior" above
- Eleventh Floor*  
All items listed under "General Building Interior" above
- Twelfth Floor*  
All items listed under "General Building Interior" above
- Thirteenth Floor*  
All items listed under "General Building Interior" above
- Fourteenth Floor*  
All items listed under "General Building Interior" above
- Fifteenth Floor*  
All items listed under "General Building Interior" above
- Sixteenth Floor*  
All items listed under "General Building Interior" above
- Seventeenth Floor*  
All items listed under "General Building Interior" above  
A Patinated embossed copper fireplace and ceramic heating element  
A Painted mural with inscription block
- Eighteenth Floor*  
All items listed under "General Building Interior" above  
A Decorative perforated wood border (lobby)  
A Triangular linen closet  
B Wooden shutters (bedroom loft, floors 10 and 18 only)
- Nineteenth Floor*  
All items listed under "General Building Interior" above  
A Stained embossed copper fireplace, grille, and screen  
A Stained embossed copper pendant light fixture  
A Painted glass mural  
B Period globe and mounting hardware
- Museum Collection Items*  
D Itemized annual listing of collection holdings from all categories

BK 1098PG0251

PRICE TOWER ARTS CENTER ■  
FRANK LLOYD WRIGHT ARCHITECT

510 Dewey Avenue  
Bartlesville, OK 74003  
T 918 336 4949  
F 918 336 7117  
[www.pricetower.org](http://www.pricetower.org)

Page 1 of 1

**EXHIBIT D**  
**Easement Addendum - Existing Liens**

There are no existing liens on this property.

BK 1098PG0252



**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)  
**M.Hannon (918.592.9839)**

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Crowe & Dunlevy, A Professional Corporation  
222 North Detroit Avenue, Suite 600  
Tulsa, Oklahoma 74120**

**SEE BELOW FOR SECURED PARTY CONTACT INFORMATION**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME <b>BLANCHARD</b>		FIRST PERSONAL NAME <b>CYNTHIA</b>		ADDITIONAL NAME(S)/INITIAL(S)
1c. MAILING ADDRESS <b>510 South Dewey</b>		CITY <b>Bartlesville</b>	STATE <b>OK</b>	POSTAL CODE <b>74003</b>
			COUNTRY <b>US</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Frank Lloyd Wright Building Conservancy, an Illinois not-for-profit Corporation</b>				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)
3c. MAILING ADDRESS <b>53 West Jackson Boulevard, Suite 720</b>		CITY <b>Chicago</b>	STATE <b>IL</b>	POSTAL CODE <b>60604</b>
				COUNTRY <b>US</b>

4. COLLATERAL: This financing statement covers the following collateral:

This is an informational filing. See attached collateral description found on Exhibit A hereto and made a part hereof. The collateral is subject to that certain Preservation and Conservation Easement dated April 6, 2011 and recorded in Book 1098 at Page 238 of the land records of Washington County, Oklahoma. The debtor may be claiming an interest in, or exercising control over, the foregoing collateral.



5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT A

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024




**Class A**  
 Those objects and areas deemed "irreplaceable" and of the utmost value. If object is removed, it shall be categorized as Class D.

**Class B**  
 Those objects deemed "valuable" but which may necessitate replacement over time due to damage or breakage. If object is removed, it shall be categorized as Class D.









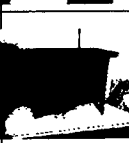



**Class C**  
 Those items deemed "historic" but which may necessitate replacement due to mechanical upgrades or safety concerns. If object is removed, it shall be categorized as Class D.

**Class D**  
 Those objects and items (moveable or fixed) currently installed or removed from the historic building over time that shall be accessioned into the collections of Price Tower Arts Center. This body of objects shall change over time due to museum accession and collecting policies, and as new items are discovered or removed from use. A current list of accessioned Price Tower historical objects shall be provided with each easement review.








*Draft: If an item classified as A, B, or C is removed from the building, it retains its significance despite classification as D. If de-accessioning of the item for any reason is considered, the item should be reviewed and agreed upon jointly by the grantor and the grantee.*

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Accordion partition 01	Annex Room 104			Class A - irreplaceable		
			Cabinet 01	1st floor Talliesin Room	Mahogany planter		Class A - irreplaceable		
			Cabinet 02	Annex back room	Cabinet, with laminate replacement top		Class A - irreplaceable		










Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Cabinet 03	Annex back room			Class A - Irreplaceable		
			Cabinet 04	Annex Room 104			Class A - Irreplaceable		
			Cabinet 05	Annex Room 104			Class A - Irreplaceable		
			Cabinet 06	Annex Room 104			Class A - Irreplaceable		
			Cabinet 07	Annex Room 104			Class A - Irreplaceable		
			Cabinet 08	Annex Room 104			Class A - Irreplaceable		












Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Cabinet 09	Annex back room	Cabinet		Class A - irreplaceable		
			Chair 01	Annex Room 104	Armchair - red fabric upholstery		Class A - irreplaceable		<b>Sold to 20 c design, Spring 2024</b>
			Chair 02	Tower - 19th floor executive office	Armchair - red fabric upholstery		Class A - irreplaceable		
			Chair 03	Tower - 19th floor executive office	Armchair - blue fabric upholstery		Class A - irreplaceable	Unique as Price Sr's chair	
			Chair 04	Tower - 19th floor executive office	Desk chair without arms - light fabric upholstery		Class A - irreplaceable		
			Chair 05	Tower-2nd floor display	Armchair - red fabric upholstery		Class A - irreplaceable		

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024











Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Chair 06	Tower - 19th floor executive office	Armchair - leather or simulated leather upholstery		Class A - Irreplaceable		
			Chair 07	Tower - 17th floor executive apartment	Armchair - red fabric upholstery		Class A - Irreplaceable		
			Cushion 01	Tower-2nd floor archives	cushion for copper stool - red		Class A - Irreplaceable		
			Cushion 02	Tower-2nd floor display	cushion for copper stool - yellow		Class A - Irreplaceable		
			Cushion 03	Tower-2nd floor display	cushion for copper stool - blue		Class A - Irreplaceable		
			Cushion 04	Annex back room	cushion for copper stool - blue		Class A - Irreplaceable		

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024




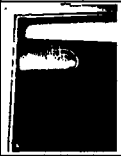




Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Desk 01	Tower-2nd floor display			Class A - Irreplaceable		
			Desk 02	Annex back room	desk		Class A - Irreplaceable		
			Desk 03	Annex back room	desk		Class A - Irreplaceable		
			Desk 04	Annex back room			Class A - Irreplaceable		
			Desk 05	Annex back room	Desk top only		Class A - Irreplaceable		
			Desk 06	Annex Room 104	Desk top only		Class A - Irreplaceable		









Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional Items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Desk 07	Annex Room 104	Desk top only		Class A - irreplaceable		
			Desk 08	Annex Room 104	Likely connected with Desk 6 or 7 desk tops		Class A - irreplaceable		
			Desk 09	Tower - 17th floor executive apartment		fixed to wall?	Class A - irreplaceable		
			Directory board	Annex Room 104			Class A - irreplaceable	Believed to be the only object of this type in Wright's body of work.	Sold to 20 c design, Spring 2024
			Door 01	Annex Room 104	Mahogany veneer with vent		Class B - valuable		
			Door 02	Annex Room 104	Mahogany veneer frosted glazing		Class B - valuable		










Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Door 03	Annex Room 104	Lower portion of Dutch door		Class B - valuable	Cut from original door?	
			Door 04	Annex Room 104	Aluminum door, standard height, with glass and HCP Co. logo		Class B - valuable		
			Door 05	Annex front room	Aluminum door, tall, without glass, possibly 1st floor entry door		Class B - valuable		
			Door 06	Annex front room	Aluminum door, standard height, with glass and HCP Co. logo		Class B - valuable		
			Door 07	Annex front room	Aluminum door, standard height, with glass, no HCP Co. logo		Class B - valuable		
			Door 08	Annex front room	Aluminum door, standard height, with glass, no HCP Co. logo		Class B - valuable		












Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Door 09	Annex front room	Aluminum door, standard height, with glass, no HCP Co. logo		Class B - valuable		
			Door 10	Annex front room	Aluminum door, standard height, with glass, no HCP Co. logo		Class B - valuable		
			Doors/door frames	Annex attic	Approximately 50 mahogany veneer doors, approximately 8 hollow metal door frames, approximately 8 aluminum doors, at least one with HCP Co. logo		Class B - valuable		
			Easel 1	Tower-2nd floor display			Class A - irreplaceable		
			Easel 2	Tower - 17th floor executive apartment			Class A - irreplaceable		
			Easel 3	Tower - 18th floor executive apartment			Class A - irreplaceable		







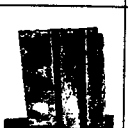
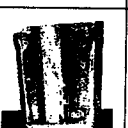
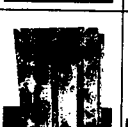
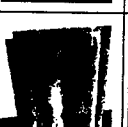



Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Easel 4	Tower - 18th floor executive apartment			Class A - irreplaceable		
			Elevator components	Corridor to Annex Back Room	Disassembled components of apartment elevator		Class A - irreplaceable		
			Fireplace hood 1	Annex Room 104	Copper fireplace hood	Approximately 51" high	Class A - irreplaceable		
			Fireplace hood 2	Annex Room 104	Copper fireplace hood	Approximately 51" high	Class A - irreplaceable		
			Fireplace hood 3	Annex Room 104	Copper fireplace hood	Approximately 51" high	Class A - irreplaceable		
			Fireplace hood 4	Annex Room 104	Copper fireplace hood	Approximately 51" high	Class A - irreplaceable		













Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Light fixture 1	Annex Room 104			Class A - irreplaceable		
			Louver 01	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 02	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 03	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 04	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 05	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		













Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional Items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Louver 06	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 07	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 08	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 09	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 10	Annex Room 104	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Louver 11	Tower - 19th floor executive office bathroom	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024










Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Louver 12	Tower - 19th floor executive office bathroom	Copper louver, partial	Approximately 18.5" wide	Class B - valuable		
			Metal Panel 01	Annex Room 104	Copper panel - unpatinated	34.5"x40"	Class A - irreplaceable		Sold to 20 c design, Spring 2024
			Metal Panel 02	Annex Room 104	Copper panel - unpatinated	34.5"x40"	Class A - irreplaceable		Sold to 20 c design, Spring 2024
			Metal Panel 03	Annex Room 104	Copper panel - unpatinated	34.5"x40"	Class A - irreplaceable		
			Metal Panel 04	Annex Room 104	Copper panel - patinated	34.5"x40"	Class A - irreplaceable		Sold to 20 c design, Spring 2024
			Metal Panel 05	Annex Room 104	Copper panel, partial - unpatinated	34.5"x40"	Class A - irreplaceable		

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024







Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Metal Panel 06	Annex Room 104	Copper panel, partial - unpatinated	34.5"x40"	Class A - irreplaceable		
			Metal Panel 07	Annex Room 104	Copper panel, partial - unpatinated	34.5"x40"	Class A - irreplaceable		
			Metal Panel 08	Annex Room 104	Copper panel, partial - patinated	34.5"x40"	Class A - irreplaceable		
			Metal Panel 09	Annex Room 104	Copper panel, partial - unpatinated	34.5"x40"	Class A - irreplaceable		
			Metal Panel 10	Annex Room 104	Copper panel, partial - unpatinated	34.5"x40"	Class A - irreplaceable		
			Metal Panel 11	Annex Room 104	Copper panel - unpatinated	34.5"x40"	Class A - irreplaceable		










Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Metal Panel 12	Annex Room 104	Copper panel - unpatinated	34.5"x40"	Class A - irreplaceable		missing as of July 2024
			Metal Panel 13	Annex Room 104	Copper panel - patinated	34.5"x40"	Class A - irreplaceable		
			Metal Panel 14	3rd floor executive director's office	Copper panel - patinated	34.5"x40"	Class A - irreplaceable		Collateral for \$10,000 loan, said loaned by Hans Schmolt. Panel understood to be at Schmolt's house.
			Metal Panel 15	2nd floor display	Copper panel - unpatinated	34.5"x40"	Class A - irreplaceable		
			Plumbing fixtures	Annex attic	Plumbing fixtures, 16 roll-front sinks, 1 small sink, 1 standard sink, 2 white toilets, 1 non-white toilet		Class C - historic		
			Plywood 01	Annex Room 104	1/4" plywood with mahogany veneer one side, various narrow widths		Class B - valuable		




Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Plywood 02	Annex Room 104	1/4" plywood with mahogany veneer one side, irregular shape		Class B - valuable		
			Plywood 03	Annex Room 104	1/4" plywood with mahogany veneer one side		Class B - valuable		
			Plywood 04	Annex Room 104	1/4" plywood with mahogany veneer one side		Class B - valuable		
			Plywood 05	Annex Room 104	1/4" plywood with mahogany veneer one side		Class B - valuable		
			Plywood 06	Annex Room 104	1/4" plywood with mahogany veneer one side		Class B - valuable		
			Plywood 07	Annex Room 104	1/4" plywood with mahogany veneer one side		Class B - valuable		










Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Plywood 08	Annex Room 104	1/4" plywood with mahogany veneer one side		Class B - valuable		
			Plywood 09	Annex Room 104	1/4" plywood with mahogany veneer one side, irregular shape		Class B - valuable		
			Plywood 09	Annex Room 104			Class B - valuable		
			Plywood 10	Annex Room 104	1/4" plywood with mahogany veneer one side, irregular shape		Class B - valuable		
			Plywood 11	Annex Room 104	1/4" plywood with mahogany veneer one side, various narrow widths		Class B - valuable		
			Stool 01	Tower-2nd floor archives	Copper stool		Class A - irreplaceable		





Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Stool 02	Tower-2nd floor display	Copper stool		Class A - irreplaceable		
			Stool 03	Tower-2nd floor display	Copper stool		Class A - irreplaceable		
			Stool 04	Tower - 19th floor executive office	Copper stool		Class A - irreplaceable		
Not accessible during May 2022 visit			Stool 05	Annex room 112	Copper stool		Class A - irreplaceable		
Not accessible during May 2022 visit			Stool 06	Annex room 112	Copper stool		Class A - irreplaceable		Sold to 20 c design, Spring 2024
Not accessible during May 2022 visit			Stool 07	Annex room 112	Copper stool		Class A - irreplaceable		Sold to 20 c design, Spring 2024









Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Table 01	Tower-2nd floor display	Copper table		Class A - irreplaceable		
			Table 02	1st floor Tallesin Room	Designed by John DeKoven Hill for Tallesin Room in 1979, includes glass top		Class A - irreplaceable		
			Table 03	1st floor Tallesin Room	Designed by John DeKoven Hill for Tallesin Room in 1979, includes glass top		Class A - irreplaceable		
			Table 04	1st floor Tallesin Room	Designed by John DeKoven Hill for Tallesin Room in 1979, includes glass top		Class A - irreplaceable		
			Table 05	Annex back room	Designed by John DeKoven Hill for Tallesin Room in 1979, includes glass top		Class A - irreplaceable		
			Table 06	Tower - 17th floor executive apartment	Coffee table		Class A - irreplaceable		











Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

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			Table 07	Tower-2nd floor display			Class A - irreplaceable		
Not accessible during May 2022 visit			Table 08	Annex room 113	Copper table		Class A - irreplaceable		Sold to 20 c design, Spring 2024
Not accessible during May 2022 visit			Table 09	Annex room 114	Copper table		Class A - irreplaceable		Sold to 20 c design, Spring 2024
Not accessible during May 2022 visit			Table 10	Annex room 112	Copper Terrace table		Class A - irreplaceable		
			Typing stand 1	Tower - 19th floor executive secretary's desk			Class A - irreplaceable		
			Waste paper basket 01	Tower - 17th floor executive apartment			Class A - irreplaceable		

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024













Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Waste paper basket 02	Tower-2nd floor display			Class A - Irreplaceable		
			Waste paper basket 03	Tower-2nd floor display			Class A - Irreplaceable		
			Waste paper basket 04	Annex			Class A - Irreplaceable		
			Waste paper basket 05	Annex			Class A - Irreplaceable		
Not accessible during May 2022 visit			Waste paper baskets 6-16	room 112			Class A - Irreplaceable	11 wastebaskets total in locked room 111	
			Wood panel 01	Tower - TBD	Folding panel, plywood, 5 part		Class A - Irreplaceable		

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional Items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024




Item photo	Item photo	Item photo	Title	Location as of 2022.05.05	Description	Approximate dimensions	Class	Notes	Status
			Wood panel 02	Tower - TBD	Folding panel, plywood, 5 part		Class A - irreplaceable		
			Wood panel 03	Annex attic	Assumed wood veneer on both sides		Class B - valuable		
			Wood panel 04	Annex attic	Assumed wood veneer on both sides		Class B - valuable		
			Wood panel 05	Annex Room 104	Panel of two layers of 1/4" plywood with mahogany veneer one side		Class B - valuable		
			Wood panel 06	Annex Room 104	Mahogany veneer one side, mirror other side		Class A - irreplaceable		
			Wood panel 07	Annex Room 104	Mahogany veneer one side, mirror other side		Class A - irreplaceable		



Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional Items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

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			Wood panel 08	Annex Room 104	Mahogany veneer one side, mirror other side		Class A - irreplaceable		
			Wood panel 09	Annex Room 104			Class A - irreplaceable		
			Wood panel 10	Annex Room 104			Class A - irreplaceable		
			Wood panel 11	Annex Room 104			Class A - irreplaceable		
			Wood panel 12	Annex Room 104			Class A - irreplaceable		
			Wood panel 13	Annex Room 104	Panel of two layers of 1/4" plywood with mahogany veneer one side		Class B - valuable		

Frank Lloyd Wright Building Conservancy  
 Price Tower - Schedule of 3-dimensional items addressed by easement  
 Based on on-site inventory May 2022  
 Updated 7/30/2024

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			Wood panel 14	Annex Room 104	Panel of two layers of 1/4" plywood with mahogany veneer one side		Class B - valuable		
			Wood panel 15	Annex Room 104			Class A - irreplaceable		