




UCC

LIEN NO. 93988042

HTA PROPERTIES, LLC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional) counsel@levelcapital.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
 <div style="display: inline-block; vertical-align: middle;"> <p>COGENCYGLOBAL®</p> <p>698 12th ST SE, SUITE 200 SALEM, OR 97301</p> </div>



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 HTA Properties, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 559 SE 46th Dr Gresham OR 97080		CITY	STATE	POSTAL CODE
		COUNTRY		

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)	SUFFIX
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 Level Capital LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 11250 Kirkland Way, Suite 100		CITY Kirkland	STATE WA	POSTAL CODE 98033
		COUNTRY USA		

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

See Exhibit A - Legal Description of Real Property to which Collateral relates.
See Exhibit B - Description of 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

20003338

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY TO WHICH COLLATERAL RELATES

Parcel 1:

Tract A and Tract D, DUNE ESTATES, situated in the Northwest and Southwest quarters of Section 15, and the Northeast quarter of Section 16, Township 7 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon, recorded January 31, 2020 as Instrument No. 202000792, Clatsop County Records.

Parcel 2:

Tract F and Tract G and Tract H, Lots 31, 32, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 55, 56, 57 and 58, DUNE ESTATES PHASE 2, being a replat of a portion of Loch Haven Highlands, part of the Northeast 1/4 and the Southeast 1/4 of Section 16, Township 7 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon, recorded February 10, 2023 as Instrument No. 202300694, Clatsop County Records.

Parcel 3: (71016 00200)

Tract A

All that certain tract or parcel of land situated in the Cyrus Olney Donation Land, Sections 15 and 16, Township 7 North, Range 10 West of the Willamette Meridian, Clatsop County, Oregon bounded and described as follows: Beginning at a point marked by a 1/2" by 18" galvanized iron pipe, which point of beginning is 1,680.0 feet South and 695.0 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim; thence running South 420.0 feet to a 1/2" by 18" galvanized iron pipe; thence running West 1,172.5 feet to a 1/2" by 18" galvanized iron pipe on top of a ridge; thence running along the top of the ridge North 9 degrees 37' West 426.0 feet to a 1/2" by 18" galvanized iron pipe; thence continuing along the ridge North 10 degrees 33' West, 281.6 feet to a 1/2" by 18" galvanized iron pipe; thence running East 1,256.9 feet to a 1/2" by 18" galvanized iron pipe; thence South 11 degrees 19' East 1,284.9 feet to a 1/2" by 18" galvanized iron pipe; thence West 30.8 feet to the point of beginning

EXCEPTING THEREFROM any portion lying within Dune Estate and Dune Estates Phase II ALSO EXCEPTING Lots 1, 2, 3, 4, 5, 6, 7, 8 Block 6, Division A, Loch Haven Highlands

Tract B:

All that certain tract or parcel of land situated in the Cyrus Olney Donation Land Claim, Section 16, Township 7 North, Range 10 West, Willamette Meridian, Clatsop County, State of Oregon, more particularly described as follows: Beginning at a point on the line of an old fence marking the North line of the Carnahan Farm at the Northwest corner of a tract of land heretofore conveyed to Earl Von Volkenberg, said point of beginning being 9.5 feet North and 2,253.1 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim and marked by a 1/2" by 18" galvanized iron pipe on the top of a high ridge East of Neacoxie Lake; thence running along the top of said ridge along the line of land of said Von Volkenberg and land heretofore conveyed to Albert and Orpha Harshberger, South 10 degrees 33' East a distance of 1,718.5 feet to a point marked by a 1/2" by 18" galvanized iron pipe on top of the said ridge; thence continuing along the top of said ridge and line of land of Harshberger and land heretofore conveyed to Robert Reed, South 9 degrees 37' East a distance of 1,271.3 feet to a point marked by a 1/2" by 18" galvanized iron pipe on the line of an old fence marking the south line of the Carnahan Farm and being the Southwest corner of land heretofore conveyed to Robert Reed; thence running along an old fence line marking the South line of the Carnahan Farm South 89 degrees 47' West a distance of 1,141.3 feet to a point approximately in the center of Neacoxie Lake, which point is South 89 degrees 47' West a distance of 103.6 feet from a 1/2" by 18" galvanized iron pipe on the East side of Neacoxie Lake and on the aforementioned fence line, and also being 2,937.1 feet South and 2,867.6 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim; thence running approximately along the center of Neacoxie Lake the following courses and distances: North 9 degrees 39' West a distance of 423.7 feet; North 8 degrees 07' West a distance of 222.2 feet; North 23 degrees 02' West a distance of 217.3 feet; North 5 degrees 43' East a distance of 201.0 feet; North 21 degrees 07' East a distance of 235.9 feet; North 5 degrees 26' West a distance of 421.9 feet; North 16 degrees 57' West a distance of 439.1 feet; North 8 degrees 40' West a distance of 424.9 feet; North 5 degrees 18' East a distance of 422.5 feet to a point on an old fence line marking the North line of the Carnahan Farm and this said point being South 89 degrees 26' West a distance of 181.6 feet from a 1/2" by 18" galvanized iron pipe on the East side of Neacoxie Lake and on the above mentioned fence line, and also being 0.7 feet North and 3,142.9 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim; thence running along the old fence line along the North line of the Carnahan Farm North 89 degrees 26' East a distance of 889.8 feet to the place of beginning. Together with Lots 2, 3, and 4 Block 4, Division A, Loch Haven Highlands

EXCEPTING THEREFROM any portion lying within Dune Estates Phase 2 and excepting therefrom All Block 2, All Block 3, All Block 5, and Lots 5, 6, 7 and 8 Block 4, Division A, Loch Haven Highlands

Parcel 4: (71016 00300)

All that certain tract or parcel of land situated in the Cyrus Olney Donation Land Claim, Sections 15 and 16, Township 7 North,

Range 10 West of the Willamette Meridian, Clatsop County, Oregon, bounded and described as follows: Beginning at a point which is 2,100 feet South and 1,159.9 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim; said point of beginning also being the Northwest corner of a tract of land sold by Nell G. Carnahan, Trustee to Robert W. Reed, which point of beginning is also on the South line of land heretofore sold to Albert and Orpha Hashberger; thence running along the South line of said Hashberger land West, a distance of 707.6 feet to a point marked by a 1/2" by 18" galvanized iron pipe on the top of a high ridge, which point is also the Southwest corner of said Hashberger tract of land; thence running along the top of said ridge South 9 degrees 87' East a distance of 845.3 feet to an old fence line marking the South line of the Carnahan Farm, this point being marked by a 1/2" by 18" iron pipe; thence running along said fence line North 89 degrees 40' East a distance of 666.3 feet to a point in a lake, which point is located South 89 degrees 58' West a distance of 68.9 feet from a 1/2" by 18" pipe on the East bank of the lake and on the aforementioned fence line, this point also being the Southwest corner of the above mentioned tract of land sold to Robert W. Reed; thence following the West line of said tract along said lake North 13 degrees 43' West a distance of 421.5 feet to a point at the head of the lake marked by a 1/2" by 18" galvanized iron pipe; thence continuing along the West line of said tract, North a distance of 420.0 feet to the place of beginning

EXCEPTING THEREFROM any portion lying within Dune Estates Phase 2

Parcel 5: (71015CB 00100)

Beginning at a point on the West side of the Oregon Coast Highway marked by a 1/2" by 18" galvanized iron pipe, which point of beginning is 2,100.0 feet South and 309.4 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim; thence running along the West right of way line of said highway South 8 degrees 28' East a distance of 835.9 feet to an old fence line marking the South line of the Carnahan Farm, this point marked by a 2" by 36" galvanized pipe at a fence post; thence running along said fence line South 89 degrees 25' West a distance of 227.9 feet to a point on said fence line marked by a 1 1/2" by 18" galvanized pipe; thence continuing along said fence line South 89 degrees 58' West a distance of 645.8 feet to a point in a lake, said point being South 89 degrees 58' West a distance of 68.9 feet from a 1/2" by 18" galvanized pipe on the East bank of the lake and on aforementioned fence line; thence following said lake North 13 degrees 43' West to the head of the lake a distance of 421.5 feet to a point marked by a 1/2" by 18" galvanized pipe; thence running North a distance of 420.0 feet to a point, said point being on the South line of land heretofore sold to Albert and Orpha Harshberger, and also the North side of a 40 foot right of way hereinafter reserved for ingress and egress to other land of the grantor; thence along said Harshberger line and other land of the grantor East a distance of 850.5 feet to the place of beginning.

Excepting therefrom any portion lying within Dune Estates.

Parcel 6:

All that certain tract or parcel of land situated in the Cyrus Olney Donation Land Claim, Section 16, Township 7 North, Range 10 West, Willamette Meridian, Clatsop County, State of Oregon, more particularly described as follows: Beginning at a point on the line of an old fence marking the North line of the Carnahan Farm at the Northwest corner of a tract of land heretofore conveyed to Earl Von Volkenberg, said point of beginning being 9.5 feet North and 2,263.1 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim and marked by a 1/2" by 18" galvanized iron pipe on the top of a high ridge East of Neacoxie Lake; thence running along the top of said ridge along the line of land of said Von Volkenberg and land heretofore conveyed to Albert and Orpha Harshberger, South 10 degrees 33' East a distance of 1,718.5 feet to a point marked by a 1" by 18" galvanized iron pipe on top of the said ridge; thence continuing along the top of said ridge and line of land of Harshberger, and land heretofore conveyed to Robert Reed, South 9 degrees 37' East, a distance of 1,271.3 feet to a point marked by a 1/2" by 18" galvanized iron pipe on the line of an old fence marking the South line of the Carnahan Farm and being the Southwest corner of land heretofore conveyed to Robert Reed; thence running along an old fence line marking the South line of the Carnahan Farm, South 89 degrees 47' West a distance of 1,141.3 feet to a point approximately in the center of Neacoxie Lake, which point is South 89 degrees 47' West, a distance of 103.6 feet from a 1/2" by 18" galvanized iron pipe on the East side of Neacoxie Lake and on the aforementioned fence line, and also being 2,937.7 feet South and 2,867.6 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim; thence running approximately along the center of Neacoxie Lake the following courses and distances; North 9 degrees 39' West a distance of 423.7 feet; North 8 degrees 07' West a distance of 222.2 feet, North 23 degrees 02' West a distance of 217.3 feet, North 5 degrees 43' East a distance of 210.0 feet, North 21 degrees 07' East a distance of 235.9 feet, North 5 degrees 26' West a distance of 421.9 feet, North 16 degrees 57' West a distance of 439.1 feet, North 8 degrees 40' West a distance of 424.9 feet, North 5 degrees 18' East a distance of 422.5 feet to a point on an old fence line marking the North line of the Carnahan Farm and this said point being South 89 degrees 26' West a distance of 181.6 feet from a 1/2" by 18" galvanized iron pipe on the East side of Neacoxie Lake and on the above mentioned fence line, and also being 0.7 feet North and 3,142.9 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim; thence running along the old fence line along the North line of the Carnahan Farm, North 89 degrees 26' East, a distance of 889.8 feet to the place of beginning

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS:

Lot 1 Block 2, Lots 8, 26 and 28, Block 5; Lots 1 and 2, Block 6, all in DIVISION A, LOCH HAVEN HIGHLANDS, in the

County of Clatsop, State of Oregon. ALSO EXCEPTING any portion lying within Dune Estates Phase 2, and road right of ways

Parcel 7: (71016AA 00800)

Lot 8 Block 5, in DIVISION A, LOCH HAVEN HIGHLANDS, in the County of Clatsop, State of Oregon.

Parcel 8: (71015BB 100, 200, 1600, 1700, 1800)

A parcel of land situate in Sections 15 and 16, Township 7 North, Range 10 West, Willamette Meridian, being a portion of the Cyrus Olney Donation Land Claim, in the County of Clatsop, State of Oregon, bounded and described as follows: Beginning at a point in the line of an old fence marking the North line of the Cyrus Olney Donation Land Claim, which point is at the Northwest corner of a tract of land conveyed to Fritz Kruse and wife by Deed recorded in Book 168 page 715, records of Clatsop County, Oregon, said point of beginning being 1.8 feet North and 1,000.7 feet West of the Northeast corner of the Cyrus Olney Donation Land Claim and being marked by a 1/2" by 18" galvanized iron pipe; thence running along the line of said fence, North 89 degrees 39' West a distance of 1,252.4 feet to a point on the top of a ridge marked by a 1/2" by 18" galvanized iron pipe; thence running Southerly along top of said ridge, South 10 degrees 33' East a distance of 436.9 feet to a point marked by a 1/2" by 18" galvanized iron pipe, said point being the Northwest corner of Parcel No. 1 of the property conveyed to Albert Harshberger and wife by Deed recorded in Book 168 page 471, Records of Clatsop County, Oregon; thence following along the north line of said Harshberger land, East a distance of 1,256.9 feet to a point marked by a 1/2" by 18" galvanized iron pipe, said point of being the Southwest corner of the land above mentioned as being conveyed to Fritz Kruse and wife; thence along the West line of said land conveyed to Fritz Kruse an wife, North 11 degrees 19' West a distance of 430.2 feet to the place of beginning.

EXCEPTING THEREFROM any portion lying within Dune Estates, also excepting therefrom any portions lying within Block 2 and Block 6, Division A, Loch Haven Highlands

**EXHIBIT B
DESCRIPTION OF COLLATERAL**

DEBTOR: HTA Properties, LLC, An Oregon Limited Liability Company
SECURED PARTY: LEVEL CAPITAL LLC, a Washington limited liability company

Any capitalized terms used but not defined herein shall have the same meanings ascribed to them in that certain Construction Loan Agreement ("*Loan Agreement*") that is being executed concurrently herewith by Debtor, as Borrower, and Secured Party, as Lender, and that certain Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, Assignment of Contracts and Plans, if applicable, and Fixture Filing ("*Deed of Trust*") that is being executed concurrently herewith between Debtor, as Borrower, and Secured Party, as Lender, with respect to the real property located at Vacant Land near Dune Estates and Estates Phase 2, Warrenton, OR 97146 particularly described on EXHIBIT A (the "*Land*") and recorded in the county where such real property is located.

This financing statement covers the following types or items of property:

All of Debtor's right, title and interest (whether now existing or hereafter acquired) in and to:

1. All existing and future easements, access rights, appurtenances, privileges, licenses, hereditaments, Debtor's rights as declarant under any restrictive covenants, liberties, air rights, riparian rights, franchises and tenements, including all water stock and water and watercourse rights owned by Debtor and all minerals, oil, gas, and other commercially valuable substances that may be in, under or produced from any part of the Land;
2. All buildings, structures, and improvements now located or later to be constructed on the Land (the "*Improvements*") and all appurtenances, permits, plans, licenses, subdivision rights, contracts, contract rights, and other property and interests of any kind or character, including all water and sewer taps belonging to or in any way related to or appurtenant to the Land or Improvements, whether described in EXHIBIT A or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements;
3. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Real Property and Improvements (defined in the Deed of Trust), written or oral, now in existence or hereafter arising, and extensions or renewals thereof, together with the right, power, and authority of Debtor to alter, modify or change the terms thereof or surrender, cancel or terminate the same (the "*Leases*"), and any and all deposits, guaranties and other agreements relating to or made in connection with any of the Leases;
4. All goods, materials, supplies, chattels, furniture, appliances, furnishings, fixtures, equipment, inventory, general intangibles, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Real Property and Improvements, whether stored on the Land or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Deed of Trust;
5. All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Land or Improvements;
6. All of Debtor's interest in and to the proceeds of the Loan, whether disbursed or not; all present and future monetary deposits given by Debtor to any public or private utility with respect to utility services furnished to the Land or Improvements; and all accounts maintained by Debtor with Secured Party or any subsidiary or affiliate of Secured Party, including, without limitation, any interest reserve accounts, tax and insurance impound accounts, and any other accounts established in connection with the Secured Obligations;
7. All income, rents, security or similar deposits, revenues, issues, royalties, profits, leases, earnings, products and proceeds of the Land or Improvements, together with the right, power and authority to collect the same, including, without limitation, all rights to the payment of money, accounts, investment property, accounts receivable, reserves, deferred payments, refunds, cost savings, any award or other payment that Debtor may become entitled to receive with respect to the Land, development of the Real Property and Improvements, any of the Leases (including as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving any tenant under the Leases), insurance proceeds, condemnation awards and payments in lieu thereof, advanced payments of insurance premiums, earnest money sales deposits, escrow deposits, security deposits, and deposits to any city, county, public body or agency, irrigation, sewer or water district or company, and any other body or agency, for the installation, or to secure the installation, of any utility pertaining to the Land or the Improvements), refunds, rebates, reimbursements, reserves, deferred payments, cost

savings, governmental subsidy payments, latecomer fees, and other credits, waivers and payments, whether in cash or in kind, due from or payable by any federal, state, municipal or other governmental or quasi-governmental agency, contract rights, chattel paper, instruments, documents, notes, drafts, and letters of credit and related rights (other than letters of credit in favor of Secured Party), that arise from or relate to the Land, the development, construction, or use of the Land or Improvements, or to any business now or later to be conducted on or with respect to the Land or Improvements, whether now due, past due, or to become due, generally including, without limitation, any proceeds from the sale of any lots comprising the Land and any Improvements constructed thereon, and any deposits on account thereof, and also all proceeds of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future insurance policies and all condemnation or eminent domain proceedings, and all causes of action and their proceeds for any damage or injury to the Land, Improvements, or the other property described above or any part thereof, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, or concealment of a material fact;

8. All contracts of every kind relating to development, construction, marketing, and sale of the Real Property and Improvements, including, without limitation, any construction contracts and subcontracts, contracts with architects, engineers, and other service providers, supply contracts, consulting agreements, financing commitments and agreements, joint development agreements, service and maintenance agreements, marketing and listing agreements, lot reservation agreements, and purchase and sale agreements, and any other existing and future contracts of any kind relating to the Real Property and Improvements, together with all deposits, escrows, payments, or other proceeds thereunder, as well as all existing and future amendments, modifications, and supplements thereof; all permits, surveys, plats, subdivision maps, land use, zoning, design review and other governmental applications, land use, zoning, design review and other governmental approvals, hearing examiner decisions, and all other development and use rights granted by governmental authorities; and all designs, drawings, plans, specifications, trademarks, logos, and other work product prepared or to be prepared in connection with the development, construction, marketing, and sale of the Real Property and Improvements, together with all existing and future amendments, modifications, and supplements thereof;
9. Any and all personal property of any kind whatsoever, whether tangible or intangible, that is used or will be used in construction of, or is or will be placed upon or is derived from or used in any connection with the use, occupancy or enjoyment of, the Land or Improvements;
10. All of Debtor's right, title and interest in and to any and all units, common areas, declarant rights, development rights, and any other rights relating to the Land or the Improvements, whether now existing or subsequently arising, under any and all condominium declarations, covenants, conditions, and restrictions, development agreements, or other agreements or declarations now existing or later executed relating to the Land or Improvements, and all laws now existing or later enacted relating to the Land or Improvements, including, without limitation, those relating to condominiums, and all rights of Debtor in connection with any homeowner's association, condominium association, architectural control committee, or similar association or committee, established in connection with the Real Property and Improvements, including Debtor's rights and powers to elect, appoint, and remove officers and directors of any such associations or committees;
11. All books and records pertaining to any and all of the property described above, including records stored on computer readable media, and a limited sublicense to use the computer hardware or software necessary to access such records; and
12. All proceeds of, supporting obligations for, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.
13. Any Collateral conveyed under Section 1 of the Deed of Trust that is not already stated herein.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust from Debtor to Secured Party encumbering the Land with respect to any property described therein that is real property or that the parties have agreed to treat as real property. Nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, be filed in the office wherein this financing statement is filed.