

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF COLUMBIA COUNTY

LJA, INC., a Texas corporation formerly
known as LJA ENGINEERING, INC.,

Plaintiff,

v.

NEXT RENEWABLE FUELS OREGON
LLC, a Delaware limited liability company;
NEXT RENEWABLE FUELS, INC., a
Delaware Corporation; TWIN OAKS
EQUITY LLC; SAI DWARAKA LLC;
POLYMATH INTERNATIONAL LLC;
SELENE HOLDINGS LLC; HENG CHEN,
an individual; CHRISTOPHER FIORE, an
individual; RUI CHANG, an individual;
DAVID A. BIALIS, an individual; PHIL
KEESLING, an individual; DOMINGO M.
MORERA, an individual; PAULA L.
TEEVIN, an individual; and SHAWN M.
TEEVIN, an individual,

Defendants.

Case No. 26CV46757

COMPLAINT

(BREACH OF CONTRACT; QUANTUM
MERUIT; FORECLOSURE OF CONSTRUCTION
LIEN)

Filing Fee Pursuant to ORS 21.160(1)(c)

Prayer Amount: \$601,974.17

**NOT SUBJECT TO MANDATORY
ARBITRATION**

For its Complaint, Plaintiff LJA, Inc., formerly knowns as LJA Engineering, Inc., and in
this case doing business as LJA Environmental Services, LLC ("LJA") alleges as follows:

1.

LJA is a Texas corporation and a licensed and registered environmental engineer.

2.

Defendant Next Renewable Fuels Oregon LLC ("NEXT LLC") is a Delaware limited
liability company registered and authorized to transact business in the state of Oregon.

3.

NEXT LLC is now, and at all material times has been, the owner of the real property described in the Bargain and Sale Deed recorded in Columbia County, Oregon as document recording number 2021-00886, and all the improvements located thereon ("Lot 300"). Lot 300 is described on the map attached hereto as Exhibit 1.

4.

Defendant Next Renewable Fuels, Inc., ("NEXT Inc.") is a Delaware Corporation, registered and authorized to transact business in the state of Oregon. Upon information and belief, NEXT LLC is a wholly owned subsidiary of NEXT Inc.

5.

LJA claims an interest in Lot 300 by virtue of a construction lien recorded in the real property records of Columbia County, Oregon as document recording number 2026-02807 (the "Lien"). A copy of the Lien is attached hereto as Exhibit 2.

6.

Paula and Shawn Teevin are husband and wife and may claim an interest in Lot 300 under an Assignment of Trust Deed Beneficiary recorded in the real property records of Columbia County, Oregon as document recording number 2021-012543 (the "Assignment"). By virtue of the Assignment, the Teevins acquired the beneficial interest described in the trust deed recorded in the real property records of Columbia County, Oregon as document recording number 2020-13187 and later amended by virtue of a First Amendment to Trust Deed recorded in the real property records of Columbia County, Oregon as document recording number 2021-006171 (the "Teevin Trust Deed"). A copy of the Teevin Trust Deed is attached hereto as Exhibit 3.

7.

Upon information and belief, Twin Oaks Equity LLC ("Twin Oaks") is a limited liability company and may claim an interest in Lot 300 by virtue of deed of trust recorded in the real

1 property records of Columbia County, Oregon as document recording number 2022-09071 (the
2 “Twin Oaks Interest”).

3 8.

4 Upon information and belief, Sai Dwaraka LLC (“Sai”) is a limited liability company and
5 may claim an interest in Lot 300 by virtue of deed of trust recorded in the real property records of
6 Columbia County, Oregon as document recording number 2022-09071 (the “Sai Interest”).

7 9.

8 Upon information and belief, Polymath International LLC (“Polymath”) is a limited
9 liability company and may claim an interest in Lot 300 by virtue of deed of trust recorded in the
10 real property records of Columbia County, Oregon as document recording number 2022-09071
11 (the “Polymath Interest”).

12 10.

13 Upon information and belief, Selene Holdings LLC (“Selene Holdings”) is a limited
14 liability company and may claim an interest in Lot 300 by virtue of deed of trust recorded in the
15 real property records of Columbia County, Oregon as document recording number 2022-09071
16 (the “Selene Interest”).

17 11.

18 Upon information and belief, Heng Chen is an individual and may claim an interest in Lot
19 300 by virtue of deed of trust recorded in the real property records of Columbia County, Oregon
20 as document recording number 2022-09071 (the “Chen Interest”).

21 12.

22 Upon information and belief, Christopher Fiore is an individual and may claim an interest
23 in Lot 300 by virtue of deed of trust recorded in the real property records of Columbia County,
24 Oregon as document recording number 2022-09071 (the “Fiore Interest”).

25 ////

26 ////

1 13.

2 Upon information and belief, Rui Chang is an individual and may claim an interest in Lot
3 300 by virtue of deed of trust recorded in the real property records of Columbia County, Oregon
4 as document recording number 2022-09071 (the “Chang Interest”).

5 14.

6 Upon information and belief, David Bialis is an individual and may claim an interest in Lot
7 300 by virtue of deed of trust recorded in the real property records of Columbia County, Oregon
8 as document recording number 2022-09071 (the “Bialis Interest”).

9 15.

10 Upon information and belief, Phil Keesling is an individual and may claim an interest in
11 Lot 300 by virtue of deed of trust recorded in the real property records of Columbia County,
12 Oregon as document recording number 2022-09071 (the “Keesling Interest”).

13 16.

14 Upon information and belief, Domingo M. Morera is an individual and may claim an
15 interest in Lot 300 by virtue of deed of trust recorded in the real property records of Columbia
16 County, Oregon as document recording number 2022-09071 (the “Morera Interest”).

17 17.

18 The deed of trust recorded in the real property records of Columbia County, Oregon as
19 document recording number 2022-9071 is attached hereto as Exhibit 4 (the “Holders Trust Deed”).

20 **FIRST CLAIM FOR RELIEF**

21 **(Breach of Contract)**

22 **(Against NEXT Inc. and NEXT LLC)**

23 18.

24 LJA re-alleges paragraphs 1 through 17 as set forth above.

25 ////

26 ////

19.

On or about July 17, 2024, LJA and NEXT Inc., on its own behalf and on behalf of its wholly owned subsidiary, NEXT LLC, entered into a Professional Services Agreement for environmental consulting services to be provided by LJA related to the improvement of Lot 300. LJA performed the engineering services described and required under the Professional Services Agreement and nine subsequent work authorizations (the "Contract"). The Contract is attached hereto as Exhibit 5.

20.

NEXT Inc. agreed on its own behalf and on behalf of its wholly owned subsidiary, NEXT LLC, to pay for the services provided by LJA described and required under the Contract related to the improvement of Lot 300.

21.

As of August 3, 2026, NEXT Inc. and NEXT LLC owe LJA the principal sum of \$601,974.17 for the services provided by LJA described and required under the Contract related to the improvement of Lot 300. A copy of the Statement of Account that summarizes those charges is attached hereto as Exhibit 6. NEXT Inc. and NEXT LLC are in breach of the Contract by failing to pay for the services provided by LJA described and required under the Contract related to the improvement of Lot 300.

22.

As a result of NEXT Inc. and NEXT LLC's breach of the Contract, LJA is entitled to a judgment in its favor and against NEXT Inc. and NEXT LLC, jointly and severally, in the principal sum of \$601,974.27, together with interest thereon at the rate of nine percent (9%) per annum until paid in full, together with LJA's reasonable attorney's fees and costs incurred herein.

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1 **SECOND CLAIM FOR RELIEF**

2 **(Quantum Meruit)**

3 **(Against NEXT Inc. and NEXT LLC)**

4 In the alternative to its First Claim for Relief, in the event no binding contract is found to
5 exist between LJA and NEXT Inc. or NEXT LLC, or either of them, then LJA alleges as follows:

6 23.

7 LJA re-alleges paragraphs 1 through 17 as set forth above.

8 24.

9 LJA provided the services described under the Contract related to the improvement of Lot
10 300. LJA provided the services at the request of and to the benefit of NEXT Inc. and NEXT LLC.
11 The amount, type and quantity of the services provided by LJA and used by NEXT Inc. and NEXT
12 LLC in the improvement of Lot 300 were reasonable. NEXT Inc. and NEXT LLC received and
13 accepted the entire benefit of the reasonable value of LJA's unpaid services in the principal amount
14 of \$601,974.27, but despite demand has refused to pay LJA.

15 25.

16 As of August 3, 2026, there is due and owing to LJA an amount to be proven at trial, but
17 estimated to be not less than \$601,974.27, together with interest thereon at the rate of nine percent
18 (9%) per annum from when the services were provided, until paid in full.

19 **THIRD CLAIM FOR RELIEF**

20 **(Foreclosure of Construction Lien)**

21 **(Against All Defendants)**

22 26.

23 LJA re-alleges paragraphs 1 through 25 as set forth above.

24 ////

25 ////

26 ////

1 27.

2 On or about June 30, 2024, LJA commenced work for NEXT Inc. and NEXT LLC by
3 providing services described and required under the Contract related to the improvement of Lot
4 300. Pursuant to the Contract, NEXT Inc. and NEXT LLC agreed to pay for LJA's services.

5 28.

6 From on or about June 30, 2024 through on or about March 27, 2026, LJA furnished
7 services described and required under the Contract related to the improvement of Lot 300, for its
8 benefit, at the request of NEXT Inc. and NEXT LLC and pursuant to the Contract.

9 29.

10 LJA has fully performed all the terms and conditions of the Contract on its part to be
11 performed, except for those which it has been excused or prevented from performing.

12 30.

13 As of August 3, 2026, the unpaid Contract price and reasonable value of the services
14 provided by LJA, after deducting all just offsets and credits, is the principal sum of \$601,974.17.

15 31.

16 On May 6, 2026, within 75 days after LJA last provided services described and required
17 under the Contract related to the improvement of Lot 300, LJA recorded the Lien, which contains
18 a true statement of its demand in the principal amount of \$601,974.17 after deducting all just
19 offsets and credits, along with the name of the owner or reputed owner of Lot 300, and the name
20 of the parties to whom the services were provided, together with a description of Lot 300 to be
21 charged with the Lien, sufficient for identification.

22 32.

23 On May 6, 2026, within twenty (20) days after the date of recording the Lien, LJA caused
24 to be mailed written notice by certified mail, return receipt requested (a true copy of which is
25 attached as Exhibit 7 and is incorporated herein by this reference) as required by statute, informing
26 the addressees that the Lien had been recorded, enclosing a true copy of the Lien, and giving notice

1 that unless the Lien was paid within ten (10) days of the notice, LJA would commence suit to
2 foreclose the Lien (the "May Notice"). A second notice was mailed by certified mail, return receipt
3 requested (a true copy of which is attached hereto as Exhibits 8) informing the addresses that unless
4 the Lien was paid within ten (10) days of the notice, LJA would commence suit to foreclose the
5 Lien (the "August Notice").

6 33.

7 LJA is entitled to amounts paid to the Columbia County Recorder for recording the Lien,
8 \$1,503.00 for the foreclosure report necessary for the preparation and foreclosure of the Lien, and
9 a reasonable sum to be allowed LJA as its attorneys' fees and costs for preparation and foreclosure
10 of the Lien, pursuant to ORS 87.060.

11 34.

12 LJA is also entitled to interest on all amounts due at the highest rates allowed by law, from
13 the dates each payment was due, until paid in full.

14 35.

15 Despite demand, NEXT Inc. and NEXT LLC have failed and refused to pay LJA the
16 amounts due as set forth in the Lien.

17 36.

18 LJA's interest in Lot 300, by virtue of its Lien, is superior to the interests of anyone else
19 including those beneficial interests described in the Teevin Trust Deed and the Holders Trust Deed.

20 37.

21 LJA has no plain, speedy, or adequate remedy at law.

22
23 WHEREFORE, LJA prays for judgment as follows:

- 24 1. On its First Claim for Relief, for judgment in the principal sum of \$601,974.27, together
25 with interest thereon at the rate of nine percent (9%) per annum until paid in full,
26 together with LJA's reasonable attorney's fees and costs incurred herein.

- 1 2. On its Second Claim for Relief, for judgment in the principal sum of \$601,974.27,
2 together with interest thereon at the rate of nine percent (9%) per annum from when
3 the engineering services were provided, until paid in full.
- 4 3. On its Third Claim for Relief:
- 5 a. For a decree that the Lien constitutes a valid and subsisting lien on Lot 300 and is
6 senior and/or prior to the claims of any other party to this proceeding including
7 those parties claiming interests under the Teevin Trust Deed or the Holders Trust
8 Deed;
- 9 b. For a judgment foreclosing the Lien, in the amount of not less than \$601,974.27,
10 together with interest thereon at the rate of nine percent (9%) per annum until paid
11 in full, together with LJA's reasonable attorney's fees and costs incurred herein,
12 and for the amounts of recording fees and foreclosure reports;
- 13 c. For a decree ordering the sale of Lot 300 by the Sheriff of Columbia County in the
14 manner prescribed by law as on execution to satisfy the Judgment and Lien prayed
15 for herein;
- 16 d. For a decree that defendants and each of them, and each person claiming by,
17 through or under any defendant as purchaser, encumbrancer or otherwise, is
18 foreclosed of all right, title, interest and/or lien in Lot 300;
- 19 e. For a decree that LJA or any other party to this suit may become purchaser at the
20 sale of Lot 300 and that the purchaser is entitled to exclusive possession of Lot 300
21 from the date of sale and is entitled to remedies that are available at law to secure
22 such possession, including writ of assistance, if defendants or any other person
23 refuses promptly to surrender possession to the purchaser;
- 24 f. For a deficiency judgment for LJA and against NEXT Inc. and NEXT LLC, jointly
25 and severally, if proceeds from the sale of Lot 300 are insufficient to fully satisfy
26 Plaintiff's judgment of foreclosure, above; and

g. Other just and equitable relief.

4. For Plaintiff's costs and disbursements incurred herein; and

5. For such other and further relief as to this Court seems just and proper.

DATED this 1st day of September 2026

McEWEN GISVOLD LLP

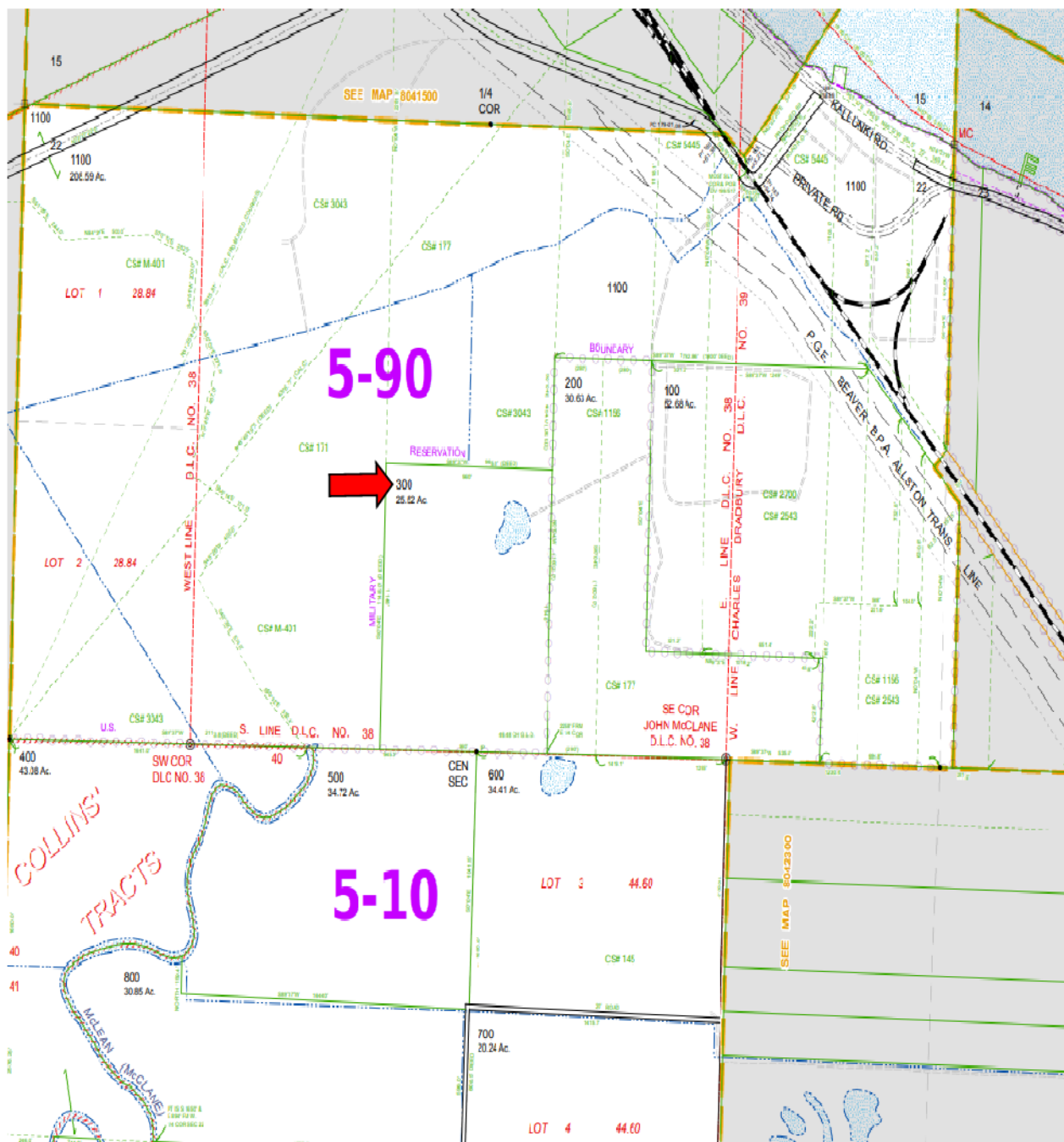
By: s/ J. Kurt Kraemer

J. Kurt Kraemer, OSB No. 982720

Email: kurtk@mcewengisvold.com

Of Attorneys for Plaintiff

Trial Attorney: J. Kurt Kraemer, OSB No. 982720



COLUMBIA COUNTY, OREGON		2026-02807
MR-CL		
Cnt=1 Pgs=3 GOLSONK	05/06/2026 03:06:02 PM	
\$15.00 \$11.00 \$60.00	\$86.00	
I, Debbie Klug, County Clerk for Columbia County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Debbie Klug - County Clerk		

After recording, please return to:
LJA Engineering, Inc.:
14701 St Marys Ln, Suite 400
Houston, Texas 77079
LV Reference ID: DPBK6XXLYQQY

SPACE ABOVE FOR RECORDER'S USE

OREGON CLAIM OF CONSTRUCTION LIEN
O.R.S. § 87.035

LJA Engineering, Inc. (**Claimant**)
v.
Next Renewable Fuels, Inc
Next Renewable Fuels, Inc
Next Renewable Fuels, Inc
Next Renewable Fuels Oregon LLC (**Lien Debtor**)

The Claimant:
LJA Engineering, Inc.
14701 St Marys Ln, Suite 400
Houston, Texas 77079

The Property Owner:
Next Renewable Fuels, Inc
110 Vintage Park Blvd Suite 260
Houston, Texas 77070
Next Renewable Fuels, Inc
11767 Katy Freeway Suite 705
Houston, Texas 77079
Next Renewable Fuels, Inc
3200 Southwest Freeway Suite 2600
Houston, Texas 77027
Next Renewable Fuels Oregon LLC
11767 Katy Freeway, Ste 705
Houston, Texas 77079

The Party Who Hired The Claimant
(**"Hiring Party"**):
Next Renewable Fuels, Inc
110 Vintage Park Blvd Suite 260
Houston, Texas 77070

Services / Materials Provided (**"Services"**):
LJA Environmental Services for the preparation of the
DEIS: Project management and meetings with the
USACE and team; Internal Kick-off meeting to identify
action items within the document and assign a
technical task leader; Finalize the document cover
page and table of contacts with the USACE; Begin
edits within the document describing the proposed
action, alternatives, and resource impacts;
Development of an ideogram or similar analysis
technique for inclusion in the document. Latitude and
Longitude: 46.167233°, -123.16195° NEXT Renewable
Fuels Oregon, LLC Port Westward Industrial Park
81566 Kallunki Road Clatskanie, OR 97016 Account #
28062 Map: 8N4W2200 00300

Amount of Claim / Total Balance Due: \$601,974.13

Amount of claim attributed to labor provided:
\$601,974.13 (or none), hereinafter the **"Labor
Portion."**

IMPORTANT INFORMATION ON THE FOLLOWING PAGE(S)

The **Property** to be charged with the lien:
State of Oregon
County: Columbia County

Municipal Address:

NEXT Renewable Fuels Oregon, LLC Port Westward Industrial Park 81566 Kallunki Road
Clatskanie, Oregon 97016

Legal Property Description:

Situated in Columbia County, Oregon. Account 28062 Map & Taxlot 8N4W22-00-00300 Situated in Columbia County, Oregon. Account 28061 Map & Taxlot 8N4W22-00-00200 Situated in Columbia County, Oregon. Account 28453 Map & Taxlot 8N4W22-00-00100

NOTICE IS HEREBY GIVEN that the person named below claims a lien pursuant to ORS § 87.035. In support of this lien, the following information is being submitted:

1. The property being liened is identified above as the **Property**;
2. The owner or reputed owner of the **Property** is above-identified as the **Property Owner**;
3. The name and address of the party making this claim of lien is above-identified as the **Claimant**. The **Claimant** is the party who actually furnished the materials, labor, services, equipment, or other construction work for which this lien is claimed. These services and/or materials are above-described as the **Services**. These **Services** were furnished to the **Property**, and incorporated therein;
4. The **Claimant** was hired by the above-identified **Hiring Party**;

IMPORTANT INFORMATION ON THE FOLLOWING PAGE(S)

5. The above-identified **Amount of Claim** is the total balance due to the **Claimant** at the time of the filing of this Claim of Construction Lien. This is a true statement of the **Claimant's** demand after deducting all just credits and offsets.

6. The **Labor Portion**, above-identified, is the portion of the total **Amount of Claim** that is attributable only to labor provided to the **Property** (if any specific amount is identified above).

SIGNATURE OF CLAIMANT, AND VERIFICATION

State of Oregon County of Columbia

I, Cary Howard (Print Name), the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, or their authorized agent, I have read the foregoing instrument, know the contents thereof, have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true, under penalty of perjury.

Signature: [Signature]
LJA Engineering, Inc.

Signed by CARY HOWARD (Print Name), authorized agent

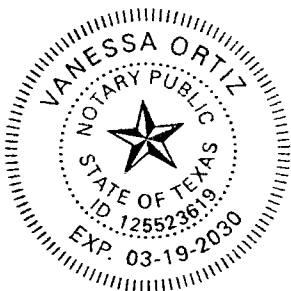
Sworn to and subscribed before me, undersigned Notary Public in and for the above listed State and County/ Parish, on this 5/6/26 (Date), by Cary Howard (Print Name), authorized agent for LJA Engineering, Inc., who is known to me, or satisfactorily proved to me, to be the person whose name is subscribed to this document, and who acknowledged that he/she executed this document in the capacity indicated for the principal named.

Notary Signature: [Signature]

Print Notary Name: Vanessa Ortiz

NOTARY PUBLIC in and for the State of Texas

Commission Expires: 3/19/2030



WHEN RECORDED, RETURN TO:

Heather Reynolds
Attorney at Law
800 Exchange #330
P.O. Box 145
Astoria, Oregon 97103

COLUMBIA COUNTY, OREGON 2021-006171
M-MTD
Cnt=1 Pgs=17 KAPLANS 05/19/2021 12:48:37 PM
\$85.00 \$11.00 \$60.00 \$5.00 \$10.00 = \$171.00



00288104202100061710170172

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon
certify that the instrument identified herein was recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

FIRST AMENDMENT TO TRUST DEED

THIS FIRST AMENDMENT TO TRUST DEED (the "Amendment") is dated May 19, 2021, among NEXT Renewable Fuels Oregon, LLC, a Delaware limited liability company, whose address is 11767 Katy Freeway, Suite 705, Houston, Texas 77079 ("Grantor"); Beutler Exchange Group, whose address is 5665 Meadows Road, Suite 140, Lake Oswego, Oregon 97035 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Ticor Title Insurance Company, whose address is 630 Bond Street, Astoria, Oregon 97103 (referred to below as "Trustee").

RECITALS:

A. Grantor, as successor-in-interest to NEXT Renewable Fuels, Inc., a Delaware corporation (the "Original Grantor") executed and delivered that certain Trust Deed dated as of December 14, 2020 (as amended by this Amendment and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Trust Deed"), to Trustee, for the benefit of Beneficiary, covering certain real and personal property located in Columbia County, Oregon, as more particularly described therein, which Trust Deed was recorded in the Records of Columbia County, Oregon on December 14, 2020, as Document No. 2020-13187 with respect to the real property described in Exhibit A attached hereto and made part hereof.

B. The Trust Deed secures the payment of the Obligations (as defined in the Trust Deed) and performance of any and all obligations under the Note and the Loan Documents (as defined in the Trust Deed);

C. Grantor and Beneficiary desire to amend the Trust Deed to (i) acknowledge Grantor's assumption of the obligations of Original Grantor pursuant to the Note and the Trust Deed, (ii) to modify the principal amount of the Note and extend the maturity date of the Obligations, and (iii) to permit the recording of a second, subordinate trust deed against the Property;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Beneficiary hereby agree as follows:

1 -

PDX\133639\242725\BSC\30815091.2

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the meaning given to that term in the Trust Deed.

2. **Assumption of Obligations.** The Trust Deed is hereby amended in that all references therein to "Grantor" shall be deemed references to NEXT Renewable Fuels Oregon, LLC, a Delaware limited liability company, which entity has assumed all of the obligations of Original Grantor under the Note, the Trust Deed and the other Loan Documents. Beneficiary joins in the execution of this Amendment to evidence its consent to such assumption, and such assumption by Grantor shall not be deemed an event of default under the Trust Deed.

3. **Promissory Note.** The recitals to the Trust Deed are hereby amended in that the principal amount of the loan evidenced by the Note shall be \$4,316,584 and the maturity date of the Note shall be November 1, 2021 for all purposes under the Trust Deed (as amended hereby), and the Note has been amended and restated concurrently with this Amendment.

4. **Second Trust Deed.** Notwithstanding anything to the contrary in the Trust Deed, including, without limitation, Sections 1.7 and 2.1(7) thereof, Beneficiary hereby permits Grantor to grant a second trust deed secured by the Trust Property (the "Second Trust Deed") for the benefit of certain investors in Original Grantor, which Second Trust Deed shall at all times be subordinate to the Trust Deed.

5. **No Other Amendments.** Except as amended hereby, the Trust Deed is acknowledged to be in full force and effect as written. Nothing in this Amendment is intended to waive any rights or remedies of the Beneficiary under the Trust Deed, or any defaults of Grantor under the Trust Deed. The Trust Deed shall continue to be a valid and subsisting lien against the Property. The Grantor, in order to continue to secure the payment of the Obligations, hereby confirms and restates (a) the conveyance pursuant to the Trust Deed to the Beneficiary of the Trust Property and (b) the grant pursuant to the Trust Deed of a security interest in the Personal Property. Nothing contained in this Amendment shall be construed as a release or waiver of all or any portion of the conveyance to the Beneficiary of the Real Property or the grant to the Beneficiary of a security interest in the Personal Property pursuant to the Trust Deed.

6. **No Oral Agreements.** This written amendment, together with all of the other loan documents and the amendments thereto, as amended hereby, represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

7. **Multiple Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties to this Amendment may execute this Amendment by signing any of the counterparts.

8. **Covenants.** The Grantor hereby covenants and agrees to perform each and every duty and obligation of the Grantor contained in the Trust Deed as amended by this Amendment.

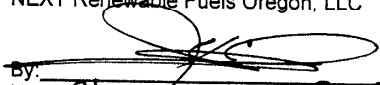
9. **Statutory Notices.**

NOTE: UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

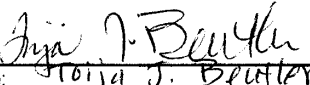
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE

PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

GRANTOR
NEXT Renewable Fuels Oregon, LLC

By: 
Name: Christopher E. Fild
Title: Executive Chairman

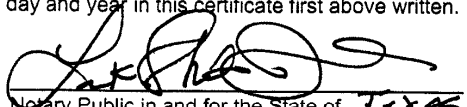
BENEFICIARY
Beutler Exchange Group LLC

By: 
Name: Stojan J. Beutler
Title: Manager

STATE OF TexasCOUNTY OF Harris)
) ss.
)

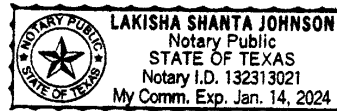
THIS IS TO CERTIFY that on this 14th day of May, 2021, before me, the undersigned, a notary public in and for the State of Texas, duly commissioned and sworn, Christopher Efird as Executive Chairman and Secretary of NEXT Renewable Fuels Oregon, LLC, a Delaware limited liability company, personally appeared and to me and known to me to be the person named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.


Notary Public in and for the State of Texas
My commission expires: 1-14-24

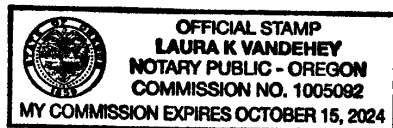
STATE OF OREGON

COUNTY OF CLACKAMAS

)
) ss.
)

THIS IS TO CERTIFY that on this 17th day of May, 2021, before me, the undersigned, a notary public in and for the State of Oregon, duly commissioned and sworn, Idya J. Beutler as Manager of Beutler Exchange Group LLC, an Oregon limited liability company, personally appeared and to me and known to me to be the person named in and who executed the within and foregoing instrument, and they acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.




Notary Public in and for the State of Oregon
My commission expires: October 15, 2024

EXHIBIT A

Legal Description

That certain parcel of land situate in Section 22, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at the one-quarter section corner of Sections 22 and 23, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon; thence South 89°37'00" West 2258.80 feet to the true point of beginning; thence North 00°04'00" West 1148.00 feet; thence South 89°37'00" West 960.00 feet; thence South 00°04'00" East 1148.00 feet; thence North 89°37'00" East 960.00 feet to the true point of beginning.

RECORDED BY TICOR TITLE
COURTESY ONLY. 360419002315-2

WHEN RECORDED, RETURN TO:
NEXT Renewable Fuels Oregon, LLC
11767 Katy Freeway
Suite 700
Houston, Texas 77079

COLUMBIA COUNTY, OREGON	2022-09071
M-TD	11/21/2022 03:57:00 PM
Cnt=1 Pgs=15 FAILB	
\$75.00 \$11.00 \$10.00 \$60.00 \$20.00	\$181.00
\$5.00	
I, Debbie Klug, County Clerk for Columbia County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Debbie Klug - County Clerk	

\$2,000,000.00

TRUST DEED

Parties: NEXT Renewable Fuels Oregon, LLC,
a Delaware limited liability company
11767 Katy Freeway, Suite 700
Houston, TX 77079

Grantor

Ticor Title Insurance Co.
630 Bond Street
Astoria, OR 97103

Trustee

The Holders of one-year 12%
senior secured promissory
notes issued in May 2021 by
NEXT Renewable Fuels, Inc.,
the parent company of Grantor
(See Exhibit B)

Beneficiary

The tax account number(s) for the
property subject to the lien or in
which the interest is created is/are:

Maturity date: Not later than May 31,
2022, exclusive of options to renew
or extend, if any.

THIS TRUST DEED, (this "Trust Deed") is made on May 3, 2021, by **NEXT Renewable Fuels Oregon, LLC, a Delaware limited liability company** ("Grantor"), to **Ticor Title Insurance Company** ("Trustee"), for the benefit of **Holders of one-year 12% senior secured promissory notes issued in May 2021** (individually and collectively, "Beneficiary").

WHEREAS, Beneficiary has offered to make a loan to Grantor in the sum of \$2,000,000, which loan is to be evidenced by multiple Promissory Notes of even date with this Trust Deed. The loan, if not sooner paid, is due and payable in full on May 3, 2022 (such Promissory Notes as modified, supplemented, extended, renewed, or replaced from time to time are referred to below individually as a "Note", and collectively as the "Notes"); and

WHEREAS, as a condition to the making of the loan to Grantor, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and for the purpose of securing the Obligations described in Section 1.1 below, Grantor irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in trust for the benefit and security of the Beneficiary, with power of sale and right of entry and possession, all Grantor's right, title, and interest in and to the real property located in Columbia County, Oregon, and more particularly described in Exhibit A attached to this Trust Deed and incorporated in it (the "Property");

TOGETHER WITH all interests, estates, and rights, to the extent said interests, estates and rights are able to be transferred or sold, that Grantor now has or may acquire in (1) the Property, (2) any and all options, agreements, and contracts for the purchase or sale of all or any part or parts of the Property or interests in the Property and all proceeds of them, (3) all easements, rights-of-way, and rights used in connection with the Property or as a means of access to the Property, and (4) all tenements, hereditaments, and appurtenances in any manner belonging, relating, or appertaining to the Property; and

TOGETHER WITH all interests, estates, and rights, to the extent said interests, estates and rights are able to be transferred or sold, of Grantor, now owned or hereafter acquired, in and to any land lying within any streets, sidewalks, alleys, strips, and gores adjacent to or used in connection with them; and

TOGETHER WITH all rights, titles, and interests of Grantor, to the extent said rights, titles and interests are able to be transferred or sold, now owned or hereafter acquired, in and to any and all buildings and other improvements of every nature now or hereafter located on the Property and all fixtures, machinery, equipment, and other personal property located on the Property or attached to, contained in, or used in any such buildings and other improvements, and all appurtenances and additions to and substitutions and replacements of the Property (all of the foregoing being collectively referred to below as the "Improvements"); and

TOGETHER WITH any and all mineral, oil and gas rights, air rights, development rights, water rights, water stock, and water service contracts, drainage rights, zoning rights, and other similar rights or interests that benefit or are appurtenant to the Property or the Improvements or both, and any of their proceeds; and

TOGETHER WITH all rights, titles, and interests of Grantor in and to all present and future licenses, permits, approvals, and agreements with or from any municipal corporation, county, state, or other governmental or quasi-governmental entity or agency relating to the development, improvement, division, or use of all or any portion of the Property to the extent that the trade names, licenses, permits, approvals, and agreements are assignable by law; and all other general intangibles relating to the Property, the Improvements, or their use and operation; and

TOGETHER WITH all rights of Grantor in and to any escrow or withhold agreements, title insurance, surety bonds, warranties, management contracts, construction contracts, leasing and sales agreements, and service contracts that are in any way relevant to the ownership, development, improvement, management, construction, sale, or use of all or any portion of the Property or any of the Improvements; and

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TOGETHER WITH Grantor's rights under any payment, performance, or other bond in connection with the construction of any Improvements, and all construction materials, supplies, equipment, and other personal property delivered to the Property or intended to be used in connection with the construction of any Improvements; and

TOGETHER WITH all rights, interests, and claims that Grantor now has or may acquire with respect to any damage to or taking of all or any part of the Property or the Improvements, including without limitation any and all proceeds of insurance in effect with respect to the Improvements, any and all awards made for taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property or the Improvements, and any and all awards resulting from any other damage to the Property or the Improvements.

All of the above is sometimes referred to below as the "Trust Property."

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all the Obligations (as defined in Section 1.1 below) are paid, performed, and satisfied in full, then the lien and estate granted by this Trust Deed will be reconveyed.

This Trust Deed, the Note, and all other agreements or instruments executed at any time in connection with them, as they may be amended or supplemented from time to time, are sometimes collectively referred to below as the "Loan Documents."

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1 PARTICULAR COVENANTS AND WARRANTIES OF GRANTOR

1.1 Obligations Secured. This Trust Deed secures the following, collectively referred to as the "Obligations":

(1) The payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor under the Notes, whether such payment and performance is now due or becomes due in the future;

(2) The payment and performance of all covenants and obligations in this Trust Deed, in the other Loan Documents, and in all other security agreements, notes, agreements, and undertakings now existing or hereafter executed by Grantor with or for the benefit of Beneficiary; and

(3) The payment and performance of any and all other indebtedness and obligations of Grantor to Beneficiary of any nature whatsoever, whether direct or indirect, primary or secondary, joint or several, liquidated or unliquidated, whenever and however arising, and whether or not reflected in a written agreement or instrument.

1.2 Payment of Indebtedness and Performance of Covenants. Grantor will duly and punctually pay and perform all the Obligations. The principal amount and holder of each of the Notes are set forth on Exhibit B attached hereto and made part hereof.

1.3 Further Assurances, Filing, Refiling, Etc.

(1) Grantor will execute, acknowledge, and deliver, from time to time, any further instruments that Beneficiary or Trustee may require to accomplish the purposes of this Trust Deed.

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(2) Immediately on the execution and delivery of this Trust Deed, and thereafter from time to time, Grantor will cause this Trust Deed, any supplemental security agreement, mortgage, or deed of trust and each instrument of further assurance, to be recorded and rerecorded in the manner and in the places that may be required by any present or future law in order to perfect, and continue perfected, the lien and estate of this Trust Deed.

(3) Grantor will pay all filing and recording fees, and all expenses incident to the execution, filing, recording, and acknowledgment of this Trust Deed; any security agreement, mortgage, or deed of trust supplemental to this Trust Deed and any instrument of further assurance; and all federal, state, county, and municipal taxes, assessments, and charges arising out of or in connection with the execution, delivery, filing, and recording of this Trust Deed, any supplemental security agreement, mortgage, or deed of trust, and any instrument of further assurance.

1.4 Compliance with Laws. Grantor further represents, warrants, and covenants that:

(1) The Property, if developed, has been developed, and all Improvements, if any, have been constructed and maintained, in full compliance with all applicable laws, statutes, ordinances, regulations, and codes of all federal, state, and local governments (collectively, "Laws"), and all covenants, conditions, easements, and restrictions affecting the Property (collectively, "Covenants"); and

(2) Grantor will cause the Property and its operations on the Property to comply at all times hereafter, in all material respects, with all applicable Laws and Covenants.

1.5 Definitions, Environmental Covenants, Warranties, and Compliance

(1) For purposes of this section, *Environmental Law* means any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances, health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC §§9601–9675, and the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 USC §§6901–6992.

(2) For the purposes of this section, "Hazardous Substance" includes without limitation any material, substance, or waste that is or becomes regulated or that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law.

(3) Grantor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, or about the Property or the Property's groundwater, or transport to or from the Property, any Hazardous Substance and will not permit any other person to do so, except for any Hazardous Substances that may be used in the ordinary course of Grantor's business and in compliance with all Environmental Laws, including but not limited to those relating to licensure, notice, and recordkeeping.

(4) Grantor will keep and maintain the Property in compliance with, and will not cause or permit all or any portion of the Property, including groundwater, to be in violation of any Environmental Law.

(5) Grantor will give prompt written notice to Beneficiary of:

(a) Any proceeding, inquiry, or notice by or from any governmental authority with respect to any alleged violation of any Environmental Law or the presence of any Hazardous Substance on the Property or the migration of any Hazardous Substance from or to other premises;

(b) All known claims made or threatened by any person against Grantor or with respect to the Property or Improvements relating to any loss or injury resulting from any Hazardous Substance or the violation of any Environmental Law;

(c) The existence of any Hazardous Substance on or about all or any portion of the Property;
or

(d) Grantor's discovery of any occurrence or condition on any real property adjoining or in the

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vicinity of the Property that could in Grantor's judgment cause any restrictions on the ownership, occupancy, transferability, or use of the Property under any Environmental Law.

(6) Grantor will promptly provide to Beneficiary copies of all reports, documents, and notices provided to or received from any agency administering any Environmental Laws. Beneficiary will have the rights to join and participate, in its own name if it so elects, in any legal proceeding or action initiated with respect to the Property or Improvements in connection with any Environmental Law and to have its attorney fees in connection with such an action paid by Grantor, if Beneficiary determines that such participation is reasonably necessary to protect its interest in the Trust Property.

(7) If at any time Beneficiary has reason to believe that any release, discharge, or disposal of any Hazardous Substance affecting the Property or Improvements has occurred or is threatened, or if Beneficiary has reason to believe that a violation of an Environmental Law has occurred or may occur with respect to the Property or Improvements, Beneficiary may require Grantor to obtain or may itself obtain, at Grantor's expense, an environmental assessment of such condition or threatened condition by a qualified environmental consultant. Grantor will promptly provide to Beneficiary a complete copy of any environmental assessment obtained by Grantor.

(8) If any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature (the "Remedial Work") is required under any applicable Environmental Law, by any judicial order, or by any governmental agency or person because of, or in connection with, the current or future presence, suspected presence, release, or suspected release of a Hazardous Substance on, under, or about all or any portion of the Property, or the contamination (whether currently existing or occurring after the date of this Trust Deed) of the buildings, facilities, soil, groundwater, surface water, air, or other elements on or under any other property as a result of Hazardous Substances emanating from the Property, Grantor will, within 30 days after written demand by Beneficiary for Grantor's performance under this provision (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work. Grantor will pay all costs and expenses of that Remedial Work, including, without limitation, Beneficiary's reasonable attorney fees and costs incurred in connection with monitoring or reviewing the legal aspects of the Remedial Work. If Grantor fails to timely commence, or cause to be commenced, the Remedial Work, Beneficiary may, but will not be required to, cause the Remedial Work to be performed. In that event, all costs and expenses incurred in connection with the Remedial Work will become part of the Obligations secured by this Trust Deed and will bear interest until paid at the rate provided in the Note.

(9) Grantor will hold Beneficiary and its directors, officers, employees, agents, successors, and assigns harmless from, will indemnify them for, and will defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law, any breach of Grantor's warranties, or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the Property, the preparation and implementation of any closure, remedial, or other required plans, attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines.

(10) Grantor represents and warrants to Beneficiary that:

(a) Neither the Property nor Grantor is in violation of or subject to any existing, pending, or threatened investigation by any governmental authority under any Environmental Law.

(b) Grantor has not and is not required by any Environmental Law to obtain any permit or license other than those it has obtained to construct or use the Improvements.

(c) To the best of Grantor's knowledge, no Hazardous Substance has ever been used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or about the Property in violation of any Environmental Law.

(11) All representations, warranties, and covenants in this Section will survive the satisfaction of

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the Obligations, the reconveyance of the Trust Property, or the foreclosure of this Trust Deed by any means.

1.6 No Waste. Grantor will not commit, permit, or suffer any waste, strip, or deterioration of the Trust Property.

1.7 Liens. Grantor will pay when due all claims for labor, materials, or supplies that if unpaid might become a lien on all or any portion of the Trust Property. Grantor will not create, or suffer, or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance on the Trust Property prior to, on a parity with, or subordinate to the lien of this Trust Deed; provided, however, this Trust Deed shall at all times be subject and subordinate to that certain Trust Deed recorded in the Records of Columbia County, Oregon on December 15, 2020, as Document No. 2020-13186 (as amended from time to time, the "Senior Trust Deed") by and among Grantor, as grantor, Trustee, as trustee, and Beutler Exchange Group, LLC, an Oregon limited liability company, as beneficiary, and the granting, recording, amendment or other modification of the Senior Trust Deed shall not constitute an event of default hereunder.

1.8 Impositions

(1) Grantor will pay or cause to be paid, when due and before any fine, penalty, interest, or cost attaches, all taxes, assessments, fees, levies, and all other governmental and nongovernmental charges of every nature now or hereafter assessed or levied against any part of the Trust Property (including, without limitation, levies or charges resulting from Covenants), or on the lien or estate of Beneficiary or Trustee (collectively, the "Impositions"); however, if by law any such Imposition may be paid in installments, whether or not interest will accrue on the unpaid balance, Grantor may pay the same in installments, together with accrued interest on the unpaid balance, as the same become due, before any fine, penalty, interest, or cost attaches.

(2) Grantor may, at its expense and after prior notice to Beneficiary, contest by appropriate legal, administrative, or other proceedings conducted in good faith and with due diligence, the amount, validity, or application, in whole or in part, of any Imposition or lien on the Trust Property or any claim of any laborer, materialman, supplier, or vendor or lien, and may withhold payment of the same pending completion of the proceedings if permitted by law, provided that (a) such proceedings will suspend collection from the Trust Property; (b) no part of or interest in the Trust Property will be sold, forfeited, or lost if Grantor pays the amount or satisfies the condition being contested, and Grantor would have the opportunity to do so in the event of Grantor's failure to prevail in the contest; (c) neither Beneficiary nor Trustee will, by virtue of the permitted contest, be exposed to any risk of liability for which Grantor has not furnished additional security as provided in clause (d) below; and (d) Grantor furnishes to Beneficiary cash, corporate surety bond, or other additional security in respect of the claim being contested or the

loss or damage that may result from Grantor's failure to prevail in the contest in an amount sufficient to discharge the Imposition and all interest, costs, attorney fees, and other charges that may accrue in connection with the Imposition. Grantor will promptly satisfy any final judgment.

(3) Grantor will furnish to Beneficiary, promptly on request, satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

1.9 Liability Insurance. During the term of this Contract, Grantor shall maintain public liability and property damage insurance with a combined single limit of not less than \$2,000,000, and \$500,000 for damage to property. Such insurance shall be written on an occurrence basis and shall be primary with respect to all other insurance covering any of the insured risks; shall cover all risks arising directly or indirectly out of Grantor's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Beneficiary's negligence; and shall protect Beneficiary against claims of third persons. Such policies shall be written in such form, with such terms and by such insurance companies reasonably acceptable to Beneficiary. Grantor shall deliver to Beneficiary certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to Seller.

1.10 Condemnation

(1) If any part of or interest in the Trust Property is taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any similar manner (a "Condemnation"), or if Grantor receives any notice or other information regarding such action, Grantor will give immediate notice of the action to Beneficiary.

(2) Beneficiary will be entitled to all compensation, awards, and other payments or relief ("Condemnation Proceeds") up to the full amount of the Obligations, and will be entitled, at its option, to commence, appear in, and prosecute any Condemnation proceeding in its own or Grantor's name and make any compromise or settlement in connection with such Condemnation. If the Trust Property is taken in its entirety by condemnation, all Obligations secured by this Trust Deed, at Beneficiary's election, will become immediately due and collectible.

(3) Beneficiary may, at its sole option, apply the Condemnation Proceeds to the reduction of the Obligations in any order that Beneficiary may determine, or apply all or any portion of the Condemnation Proceeds to the cost of restoring and improving the remaining Trust Property. If Beneficiary elects to apply the Condemnation Proceeds to restoration and improvement, the proceeds will be held by Beneficiary and will be released only on any terms and conditions that Beneficiary may require in its sole discretion, including but not limited to prior approval of plans and release or waiver of liens. No Condemnation Proceeds will be released if Grantor is in default under this Trust Deed.

ARTICLE 2 EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. Each of the following events will constitute an event of default under this Trust Deed and under each of the other Loan Documents:

(1) *Nonpayment.* Grantor's failure to pay any of the Obligations on or before the due date.

(2) *Breach of Other Covenants.* Grantor's failure to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in the Notes or this Trust Deed.

(3) *Misinformation.* Falsity when made in any material respect of any representation, warranty, or information furnished by Grantor or its agents to Beneficiary in or in connection with any of the Obligations.

(4) *Other Default.* The occurrence of any other event of default under the Notes or any of the other Obligations.

(5) *Bankruptcy.* The occurrence of any of the following with respect to Grantor, any guarantor of the Obligations, or the then-owner of the Trust Property: (a) the appointment of a receiver, liquidator, or trustee for any such party or any of its properties; (b) adjudication as a bankrupt or insolvent; (c) the filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium, or insolvency law; (d) the institution of any proceeding for dissolution or liquidation; (e) the inability to pay debts when due; (f) any general assignment for the benefit of creditors; or (g) abandonment of the Trust Property.

(6) *Transfer; Due-on-Sale; Due-on-Encumbrance.* Any sale, gift, conveyance, contract for conveyance, transfer, assignment, encumbrance, pledge, or grant of a security interest in all or any part of the Trust Property, or any interest therein, either voluntarily, involuntarily, or by the operation of law (a "Transfer"), without Beneficiary's prior written consent, will constitute an event of default. For the purpose of clarification, and without limiting the generality of the foregoing, the occurrence at any time of any sale, conveyance, assignment, or other transfer of, or the grant of a pledge of or security interest in, any shares of the capital stock, membership or partnership or other beneficial interest in or of Grantor will be deemed to be a Transfer in violation of this paragraph. The provisions of this subsection (7) will apply to each and every Transfer, regardless of whether or not Beneficiary has consented or waived its rights in connection with any previous Transfer. Beneficiary may attach any conditions to its consent under this subsection (7) that Beneficiary may determine in its sole discretion, including without limitation an increase in the interest rate or the payment of transfer or assumption fees, and the payment of administrative and legal fees and costs incurred by Beneficiary.

2.2 Remedies in Case of Default. If an Event of Default occurs, Beneficiary or Trustee may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(1) *Acceleration.* Beneficiary may declare all or any portion of the Obligations immediately due and payable.

(2) *Receiver.* Beneficiary may have a receiver appointed for the Trust Property. Beneficiary will be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary will not disqualify a person from serving as a receiver. Grantor consents to the appointment of a receiver at Beneficiary's option and waives any and all defenses to such an appointment.

(3) *Possession.* Beneficiary may, either through a receiver or as lender-in-possession, enter and take possession of all or any part of the Trust Property and use, operate, manage, and control it as Beneficiary deems appropriate in its sole discretion. On request after an Event of Default, Grantor will peacefully relinquish possession and control of the Trust Property to Beneficiary or any receiver appointed under this Trust Deed.

(4) *Rents.* Beneficiary may revoke Grantor's right to collect the Rents, and may, either itself or through a receiver, collect the Rents. Beneficiary will not be deemed to be in possession of the Property solely by reason of its exercise of the rights contained in this subsection (4). If Beneficiary collects the Rents under this subsection, Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, with power of substitution, to endorse instruments received in payment of the Rents in the name of

Grantor and to negotiate such instruments and collect their proceeds. After payment of all Obligations, any remaining amounts will be paid to Grantor and this power will terminate.

(5) *Power of Sale.* Beneficiary may direct Trustee, and Trustee will be empowered, to foreclose this Trust Deed by advertisement and sale under applicable law.

(6) *Foreclosure.* Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Property and giving Beneficiary the right to collect any deficiency remaining due after disposition of the Trust Property.

(7) *Fixtures and Personal Property.* With respect to any Improvements and other personal property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code.

(8) *Abandonment.* Beneficiary may abandon all or any portion of the Trust Property by written notice to Grantor.

2.3 Sale. In any sale under this Trust Deed or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in any order that Beneficiary may choose, without regard to the right of Grantor, any person claiming under Grantor, or any guarantor or surety to the marshaling of assets. The purchaser at any such sale will take title to the Trust Property or the part of it so sold, free and clear of Grantor's estate, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary and its officers, agents, and employees, may purchase at any such sale. Beneficiary and each of its officers are irrevocably appointed Grantor's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions of it so sold and, for that purpose, Beneficiary and its officers may execute all appropriate instruments of transfer. Nevertheless, Grantor will ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to Beneficiary or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Beneficiary, for that purpose.

2.4 Cumulative Remedies. All remedies under this Trust Deed are cumulative and not exclusive. Any election to pursue one remedy will not preclude the exercise of any other remedy. An election by Beneficiary to cure will not constitute a waiver of the default or of any of the remedies provided in this Trust Deed. No delay or omission in exercising any right or remedy will impair the full exercise of that or any other right or remedy or constitute a waiver of the default.

2.5 Receiver or Trustee-in-Possession. On taking possession of all or any part of the Trust Property, Trustee, Beneficiary, or a receiver may:

(1) *Management.* Use, operate, manage, control, and conduct business with the Trust Property and make expenditures for any purpose and for any maintenance and improvements that it deems reasonably necessary.

(2) *Rents and Revenues.* Collect all rents, revenues, income, issues, and profits from the Trust Property and apply those sums to the reasonable expenses of use, operation, management, maintenance, and improvements.

(3) *Construction.* At its option, complete any construction in progress on the Property and, in that connection, pay bills, borrow funds, employ contractors, and make any changes in plans and specifications as it deems appropriate.

(4) *Additional Indebtedness.* If the revenues produced by the Trust Property are insufficient to pay expenses, Beneficiary, Trustee, or the receiver may borrow or advance such sums on any terms that it deems reasonably necessary for the purposes stated in this section. All advances will bear interest, unless otherwise provided, at the rate set forth in the Notes, and repayment of those sums will be secured by this Trust Deed.

2.6 Application of Proceeds. All proceeds realized from the exercise of the rights and remedies under Section 2.3 will be applied as follows:

(1) *Costs and Expenses.* To pay all costs of exercising the rights and remedies, including the costs of maintaining and preserving the Trust Property, the costs and expenses of any receiver or lender- in-possession, and the costs of any sale.

(2) *Indebtedness.* To pay all Obligations, in any order that Beneficiary may determine in its sole discretion.

(3) *Surplus.* The surplus, if any, remaining after satisfaction of all the Obligations will be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled to the surplus.

2.7 Deficiency. No sale or other disposition of all or any part of the Trust Property pursuant to Section 2.3 will be deemed to relieve Grantor of any of the Obligations, except to the extent that the proceeds are applied to the payment of the Obligations. If the proceeds of a sale, a collection, or other realization of or on the Trust Property are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, Grantor will remain liable for any deficiency to the fullest extent permitted by law.

2.8 Waiver of Stay, Extension, Moratorium, and Valuation Laws. To the fullest extent permitted by law, Grantor waives the benefit of any existing or future stay, extension, or moratorium law that may affect observance or performance of the provisions of this Trust Deed and any existing or future law providing for the valuation or appraisal of the Trust Property before any sale.

ARTICLE 3 GENERAL PROVISIONS

3.1 Time Is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

3.2 Reconveyance by Trustee. At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting liability of any persons for the payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts will be conclusive proof of the truthfulness of them.

3.3 Notice. Except as otherwise provided in this Trust Deed, all notices pertaining to this Trust Deed must be in writing and may be delivered by hand, or mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for receiving notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph will be deemed to have been given on the date of mailing; notices given by hand will be deemed to have been given when actually received.

3.4 Substitute Trustee. Beneficiary may at any time substitute one or more trustees to execute the trust hereby created, and the new trustee or trustees will succeed to all the powers and duties of the prior trustee or trustees.

3.5 Trust Deed Binding on Successors and Assigns. This Trust Deed is binding on and inures to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary. If the Trust Property or any portion of it becomes vested in any person other than Grantor, Beneficiary will have the right to deal with the successor regarding this Trust Deed, the Trust Property, and the Obligations in any manner that Beneficiary deems appropriate in its sole discretion, without notice to or approval by Grantor and without impairing Grantor's liability for the Obligations.

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3.6 Indemnity. Grantor will hold Beneficiary and Trustee and their respective directors, officers, employees, agents, and lawyers, harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interest under this Trust Deed, except that Grantor will not be liable for acts performed by Beneficiary or Trustee in violation of applicable law.

3.7 Expenses and Attorney Fees. If Beneficiary refers any of the Obligations to a lawyer for collection or seeks legal advice after a default, if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations, or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Trust Property (including but not limited to proceedings under federal bankruptcy law, eminent domain, under probate proceedings, in connection with any state or federal tax lien, or in any appellate proceeding), and Beneficiary employs a lawyer to appear in any such action, suit, or proceeding or to reclaim, seek relief from a judicial or statutory stay, sequester, protect, preserve, or enforce Beneficiary's interests, then in any such event Grantor must pay reasonable attorney fees, costs, and expenses incurred by Beneficiary or its lawyer in connection with the above-mentioned events or any appeals related to them, including but not limited to costs incurred in searching records, the cost of title reports, and the cost of surveyors' reports. Those amounts will be secured by this Trust Deed and, if not paid on demand, will bear interest at the rate specified in the Notes.

3.8 Applicable Law. The Trust Deed and the validity, interpretation, performance, and enforcement of the Trust Deed will be governed by Oregon law.

3.9 Captions. The captions to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and do not define, diminish, or enlarge the rights of the parties or affect the construction or interpretation of any portion of this Trust Deed.

3.10 Person Defined. As used in this Trust Deed, the word *person* means any natural person, partnership, trust, corporation, or other legal entity of any nature.

3.11 Severability. If any provision of this Trust Deed is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provisions of this Trust Deed, and the other provisions will be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Trust Deed.

3.12 Entire Agreement. This Trust Deed contains the entire agreement of the parties with respect to the Trust Property. No prior agreement, statement, or promise made by any party to this Trust Deed that is not contained in this Trust Deed will be binding or valid.

3.13 Commercial Property. Grantor covenants and warrants that the Property and Improvements are used by Grantor exclusively for business and commercial purposes. This Trust Deed is not and at no time will be a "residential trust deed" as defined in ORS 86.705(6).

3.14 Standard for Discretion. If this Trust Deed is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard will be sole and unfettered discretion as opposed to any standard of good faith, fairness, or reasonableness.

3.15 Statutory Notices.

NOTE: UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page follows]

GRANTOR
NEXT Renewable Fuels Oregon, LLC, a Delaware
limited liability company

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

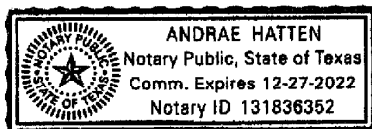
Date: November 9, 2022

NEXT Renewable Fuels Oregon, LLC, a Delaware limited liability company

BY: 
Christopher Efird
Executive Chairman and Secretary

STATE OF Texas)
County of Harris) ss.

This instrument was acknowledged before me on 11-9, 2022 by Christopher Efird,
as Executive Chairman and Secretary for NEXT Renewable Fuels Oregon, LLC, a Delaware limited
liability company.



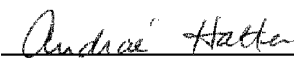

Notary Public for Texas
My commission expires: 12-27-2022

Exhibit A**Legal Description**

That certain parcel of land situate in Section 22, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon, more particularly described as follows: Beginning at the one-quarter section corner of Sections 22 and 23, Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon; thence South 89°37'00" West 2258.80 feet to the true point of beginning; thence North 00°04'00" West 1148.00 feet; thence South 89°37'00" West 960.00 feet; thence South 00°04'00" East 1148.00 feet; thence North 89°37'00" East 960.00 feet to the true point of beginning.

Exhibit B

List of Beneficiaries

TWIN OAKS EQUITY LLC
SAI DWARAKA LLC
POLYMATH INTERNATIONAL LLC
SELENE HOLDINGS LLC
HENG CHEN
CHRISTOPHER FIORE
RUI CHANG
DAVID A BIALIS
PHIL KEESLING
DOMINGO M MORERA

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective as of **July 17th, 2024** is by and between NEXT Renewable Fuels, Inc., a Delaware corporation ("Client"), and LJA Environmental Services, LLC, a Texas limited liability company ("LJA", and collectively, the "Parties"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in Attachment A to this Agreement, which shall be combined and attached as part of this Agreement. Prior to the provision of any Services, LJA shall, in the following order: (first) provide a proposed budget to Client to be mutually agreed upon by the Parties and (second) set forth in writing the scope of the Services and project timeline to be approved by the United States Army Corps of Engineers.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, , and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, provide information on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as agreed upon in the applicable Proposal and budget and in accordance with LJA's standard rate schedule. Payment will be made net 60 days from the date of the relevant invoice.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and Client has read and consents to all terms.

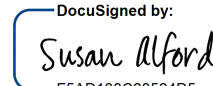
APPROVED FOR "CLIENT"
NEXT RENEWABLE FUELS, INC.

By:  DocuSigned by:
 E6B4FAZA864A4AE...

Printed Name: Chris Efird

Title: Chief Executive Officer

APPROVED FOR "LJA"
LJA ENVIRONMENTAL SERVICES, LLC

By:  DocuSigned by:
 F5AD138C28524D5...

Printed Name: Susan Alford

Title: President

Attachments:

A – Standard Terms and Conditions

ATTACHMENT A TERMS AND CONDITIONS

1. SCOPE OF SERVICES: LJA will provide as-requested, professional services ("Services"). Services will be performed pursuant to a Proposal agreed upon by both Parties and the United States Army Corps of Engineers ("USACE"), which shall be incorporated herein and made part of the Agreement. Client is funding LJA's preparation of a NEPA document for the USACE, LJA is working under the direction and control of the USACE (not Client), and USACE will independently evaluate the LJA's work. Client authorizes LJA to act on instructions, consistent with the agreed scope of Services, which are given by the USACE in any manner. Any conflicting terms and conditions of purchasing associated with a Proposal will be disregarded and the terms and conditions of this Agreement shall prevail.

2. EXTRA SERVICES. LJA may also perform consulting tasks in addition to the Services ("Extra Services" or "Changes"), subject to the Parties' mutual written agreement and the terms of this Agreement. Such Extra Services shall be with the concurrence of USACE.

3. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

4. STANDARD OF CARE. LJA will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance but never less than reasonable care. LJA shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services.

Except where a Proposal specifically includes provision of such advice or consideration, the obligations of LJA under this Agreement do not include a duty to advise or undertake any investigation to determine the actual or possible presence of pollution, asbestos containing materials, infestation, actual or possible presence of protected or invasive species, or contamination at Client's site(s) or as to the risks of such matters having occurred, being present or occurring in the future nor shall LJA have any duty to consider such matters as influencing any aspect of the Services to be performed by LJA under this Agreement.

Where the agreed Proposal includes a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling and/or observation locations and/or discrete times, Client accepts and agrees that these data may not represent actual conditions at other such locations

or at other times and that LJA's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Although LJA will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions at other locations or at other times are different from those described in LJA's conclusions or recommendations.

If the Proposal includes construction observation or observation of explorations, and subject to any communication protocols of the USACE, then, on the basis of site observations performed, LJA will keep Client informed as to the progress and quality of the work and shall endeavor to guard Client against defects and deficiencies in the work and confirm that the work is proceeding in accordance with the contract documents. LJA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or have safety precautions and programs in connection with the work since these are the contractor's responsibility. Observations provided by LJA are solely for the benefit of the USACE.

5. CLIENT RESPONSIBILITIES. Client shall ensure that its employees, agents, other consultants, and contractors act reasonably and give such assistance and co-operation as shall reasonably be required by LJA in the performance of the Services.

Client shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by LJA.

Client shall arrange for access to and make all provisions for LJA to enter upon public and private property as required for LJA to perform the Services. LJA will assist Client in obtaining access, if requested by Client and is part of the Proposal. Client, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over Client's project and such approval and consents from others as may be necessary for completion of the Services, unless otherwise arranged for in writing with LJA.

Client is responsible for informing LJA of the locations of any underground structures or utilities. Client will provide all necessary and relevant data and information, including underground services, structures or artificial obstructions and details of the services to be performed by any contractors or consultants, and shall ensure such data is accurate and complete.

Client acknowledges that Client has a duty of care with respect to the health and safety of LJA's employees while they are on Client's premises or on sites controlled by Client and confirms it will comply with all applicable health and safety legislation. Client acknowledges LJA's right to stop work under any circumstances where LJA or its employees

consider commencing or continuing their activities would either be unsafe or pose an unacceptable risk to themselves or others. In such circumstances the Parties will engage as soon as is practicable to agree a resolution to allow work to resume.

6. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

7. HAZARDOUS SUBSTANCES. If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations ("Wastes") are encountered at the site, and if these Wastes require handling, transportation or disposal at an off-site facility, LJA may assist in advising Client of Client's options. However, LJA will not "arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, take control of, or be deemed a "generator" of any Wastes. Client shall defend, indemnify and hold LJA harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to the presence of Wastes on or beneath the site where the Services are to be performed, or the handling, transportation and disposal of any Wastes in the course of LJA's performance of this Agreement, including any repair, cleanup or detoxification thereof, or preparation and implementation of any removal, remedial, response, closure or other plan with respect thereto (regardless of whether undertaken due to governmental action). This indemnity of LJA is intended to operate as an agreement pursuant to, but not limited to, Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9607(e), to hold harmless, defend and indemnify LJA from liability in accordance with this section.

8. RESTORATION. LJA will exercise reasonable care to minimize damage to the site. However, Client acknowledges that some damage may occur in the normal course of performing the Services. But if extensive damage outside of industry standards, LJA agrees that LJA will be liable for such damage and will not be entitled to additional compensation if it is asked to perform restoration services not expressly included in the Services.

9. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent environmental specialist or engineer as appropriate. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

10. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to Client for delay or damage caused Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

11. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between Client and contractor(s). It is Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

12. INSURANCE. LJA shall, at its own expense, maintain the following insurance in full force and effect for the term of this Agreement and a period of two (2) years thereafter, with

insurers with an A.M. Best rating of no less than A-VII:

Workers' compensation insurance, including coverage for all costs, benefits and liabilities as required by law, including employers' liability coverage with limits of not less than US\$1,000,000.

Commercial general liability insurance including public liability and blanket contractual coverage, for bodily injury and property damage with limits of not less than US\$1,000,000 per occurrence and US\$1,000,000 general aggregate to cover loss and damage incurred by LJA and its affiliates in connection with the Agreement.

Commercial automobile liability insurance covering all owned, hired, and non-owned vehicles with limits of not less than US\$500,000 per accident, including all statutory coverages and amounts for all states, provinces or other jurisdictions of operation.

All other insurance and benefits required by law.

Umbrella (excess) liability insurance for the coverage in subsections (b) and (c) (if applicable), with limits of not less than US\$4,000,000 per occurrence and US\$4,000,000 general aggregate.

13. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

14. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

15. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is

actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

16. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

17. CONSEQUENTIAL DAMAGES. In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

18. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

19. CLIENT DATA. Any proprietary data provided by either Party to the other will be kept strictly confidential, will only be accessible to selected staff, and will only be used for the performance of each Party's obligations hereunder. In addition, each Party will comply with its obligations under

applicable data protection legislation in the Jurisdiction in which it operates. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

20. INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES. All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by LJA hereunder shall be delivered to USACE upon final payment for LJA's Services. Deliverables may not be used or reused by Client, its employees, agents, or subcontractors in any extension of the services or on any other project or any other use without the prior written consent of LJA, and any such use shall be at Client's own risk. All originals of such deliverables shall remain in possession of and the property of LJA. Copies of any electronic media of originals of any of LJA's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of an Proposal. All the drawings, plans, specifications, and deliverables prepared by LJA are instruments of LJA's service, and LJA shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including copyright, to them.

21. TAXES. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the LJA to Client under this Agreement and such shall be payable by Client to the LJA in addition to all other charges payable hereunder. Notwithstanding the foregoing, each Party is responsible for the payment of all taxes assessed on its own business operations, such as income or franchise taxes.

22. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The Services may be performed by any affiliated company of LJA under its common insurance program.

23. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other

party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

25. COMPLIANCE WITH BRIBERY ACT. Client shall comply with the U.S. Foreign Corrupt Practices Act (the "FCPA"), and shall procure that no persons associated with Client (including an employee, sub-contractor or agent or other third Party working on behalf of Client or any Group Company) ("Associated Person") shall commit any offense that would violate the ; (b) has in place, and shall maintain until termination of this Agreement, adequate procedures designed to prevent any Associated Person from committing a violation of the FCPA; (c) shall not do or permit anything to be done which would cause LJA or any of LJA's employees, sub-contractors or agents to commit a violation of the FCPA; and (d) shall notify LJA immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of Client's obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of Client's obligations.

26. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade association through the term of this Agreement. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, LJA is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea,

Russia or a “designated country.” LJA is headquartered in Houston, Texas.

27. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties’ senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney’s fees from the other party.

28. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA’s address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.CUSTOM

Work Authorization #1

Project: Port of Columbia County, Port Westward, NW of Quincy, OR.

Client: Next Renewable Fuels, Inc.

Date of LJAES MSA Contract with Client: July 17, 2024

LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated December 26, 2022, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

A. Task I: Scoping Exercise for DEIS

Will include meeting with client and USACE to review the project, site visit, and review documents/prior work product performed by others to determine path forward.

B. The maximum amount payable for services under this Work Authorization is **\$15,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement.

C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

**APPROVED FOR
NEXT RENEWABLE FUELS, INC.**

Signed by: 
By: _____
EAC0E29578CF455...

Printed Name: Christopher Efird

Date: 8/6/2024

**APPROVED FOR "BOA"
LJA Environmental SERVICES**

By:  _____

Printed Name: Susan Alford REM, ENV SP

Date: August 5, 2024

Work Authorization #2Project: Port of Columbia County, Port Westward, NW of Quincy, OR.Client: Next Renewable Fuels, Inc.Date of LJAES MSA Contract with Client: July 17, 2024LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated December 26, 2022, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA2** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Internal Kick-off meeting to identify action items within the document and assign a technical task leader.**
 - c. **Finalize the document cover page and table of contents with the USACE. (Deliverable)**
 - d. **Begin edits within the document describing the proposed action, alternatives, and resource impacts.**
 - e. **Development of an ideogram or similar analysis technique for inclusion in the document.**
- B. The maximum amount payable for services under this Work Authorization is **\$126,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 2 is anticipated to cover project activities through September 30, 2024.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

APPROVED FOR
NEXT RENEWABLE FUELS, INC.By: Printed Name: Eugene CottenDate: September 9, 2024**APPROVED FOR "BOA"**
LJA Environmental SERVICESBy: Printed Name: Susan Alford REM, ENV SPDate: September 3, 2024

Work Authorization #3

Project: Port of Columbia County, Port Westward, NW of Quincy, OR.
Client: Next Renewable Fuels, Inc.
Date of LJAES MSA Contract with Client: July 17, 2024
LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated December 26, 2022, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA3** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Edits of Chapter 2 (alternatives analysis) to resolve comments from the USACE review. This Chapter was submitted to the USACE in December 2024 for review.**
 - c. **Preparation and submittal of Chapter 3 (affected environment and consequences) to the USACE for review.**
- B. The maximum amount payable for services under this Work Authorization is **\$126,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 3 is anticipated to cover project activities through February 28, 2025.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

APPROVED FOR
NEXT RENEWABLE FUELS, INC.

By: _____

Printed Name: Christopher Efind

Date: January 10, 2025

APPROVED FOR "BOA"
LJA Environmental SERVICES

By: _____

Printed Name: Susan Alford REM, ENV SP

Date: January 6, 2025

Work Authorization #4

Project: Port of Columbia County, Port Westward, NW of Quincy, OR.
Client: Next Renewable Fuels, Inc.
Date of LJAES MSA Contract with Client: July 17, 2024
LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated July 17, 2024, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA4** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Edits of Chapter 2 (alternatives analysis) to resolve comments from the USACE review. This Chapter was submitted to the USACE in December 2024 for review.**
 - c. **Edits of Chapter 3 (affected environment and consequences) to resolve comments from the USACE review. Initial draft submitted February 7, 2025.**
 - d. **Preparation of Chapter 4 (cumulative impacts).**
- B. The maximum amount payable for services under this Work Authorization is **\$196,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 4 is anticipated to cover project activities through March 28, 2025.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

**APPROVED FOR
NEXT RENEWABLE FUELS, INC.**

By: _____

Printed Name: Christopher E. Ford

Date: 2/17/2025

**APPROVED FOR "BOA"
LJA Environmental SERVICES**

By: Susan Alford

Printed Name: Susan Alford REM, ENV SP

Date: February 10, 2025

LJA Environmental Services, LLC
EV5742-24291_WA4
February 10, 2025

Work Authorization #5Project: Port of Columbia County, Port Westward, NW of Quincy, OR.Client: Next Renewable Fuels, Inc.Date of LJAES MSA Contract with Client: July 17, 2024LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated July 17, 2024, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA5** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Final edits of Chapter 2 (alternatives analysis) for final USACE review.**
 - c. **Edits of Chapter 3 (affected environment and consequences) to resolve comments from the USACE review. Comments received from the USACE on March 24, 2025.**
 - d. **Preparation of Chapter 4 (cumulative impacts).**
- B. The maximum amount payable for services under this Work Authorization is **\$126,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 5 is anticipated to cover project activities through April 30, 2025.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

**APPROVED FOR
NEXT RENEWABLE FUELS, INC.**By: Printed Name: Christopher E. Find - CEODate: 3/28/2025**APPROVED FOR "LJAES"
LJA Environmental SERVICES**By: Printed Name: Susan Alford REM, ENV SPDate: March 25, 2025

Work Authorization #6

Project: Port of Columbia County, Port Westward, NW of Quincy, OR.

Client: Next Renewable Fuels, Inc.

Date of LJAES MSA Contract with Client: July 17, 2024

LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated July 17, 2024, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA6** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Edits of Chapter 3 (affected environment and consequences) to resolve comments from the USACE based on their review which commenced on May 27, 2025.**
 - c. **Continued Preparation of Chapter 4 (cumulative impacts) based on the Resource Study Area approved by USACE May 15, 2025.**
 - d. **Preliminary preparation of Reference Citations for Appendices.**
- B. The maximum amount payable for services under this Work Authorization is **\$125,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 6 is anticipated to cover project activities through June 30, 2025.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

**APPROVED FOR
NEXT RENEWABLE FUELS, INC.**

**APPROVED FOR "LJAES"
LJA Environmental SERVICES**

By: _____

By: *Susan Alford*

Printed Name: _____

Printed Name: Susan Alford REM, ENV SP

Date: _____

Date: May 27, 2025

LJA PROJECT OPENING & CHANGE ORDER FORM

☒ **NEW PROJECT** ☐ **CHANGE ORDER (PHASE ADD/BUDGET CHANGE)** ☐ **CLOSE PHASE/PROJECT**

I. PROJECT SETUP			Date Received	Date Entered
Organization/Division: 10-10-041 LJAENV Environmental Houston (choose from drop down)			For Accounting Use Only	6.3.25
Project Location: http://projects.ljaeng.com/		Sector: Environmental		
Client # EV5742	Opportunity/Proposal # EV5742-24291	County:		By: LA
Project # 24291-6	Project Name: Port of Columbia County, Port Westward, NW of Quincy, OR.			PU/PR/O&G:
Charge Type ☐ Billable ☐ Indirect	Billing PM: Susan Alford	APM:		

II. PHASE/TASK INFORMATION

Phase #	Phase Name/Description	Taxable? (Y/N)	Support Dept. (PM name) (not required-reporting only)	Contract Type (use drop down)	Fixed Fee Effort Budget (FF phases ONLY)	Contract Amount (CO = change in fee)
	*See Spreadsheet Task Tracker attached			T&M	112,500.00	\$125,000.00
Grand Total:					\$112,500.00	\$125,000.00
(including 2nd page)						

III. INVOICING INFORMATION

☐ Fixed Fee/Percent Complete ☒ T&M ☐ Mixed ☐ Flat Fee/Unit Billing (flat rate per unit type)		Client Information: **REQUIRED** Client Name: NXTClean Fuels, Inc. Address: 11767 Katy Freeway Suite 700 City/State/Zip: Houston, Texas 77079	
Invoice Format (T&M phases/projects only): Timesheet Detail: ☐ Billing Back-up Report for timesheet detail (shows employee, dates, timesheet comments, hours, rate) ☐ Timesheets Billed to Date Totals: ☐ Project Level ☐ Project Level w/ Not-To-Exceed Limit ☐ Phase Level ☐ Phase Level w/ Not-To-Exceed Limit		Client Contact: Christopher Efird Phone: 281-541-7311 Email: chris@nxtclean.com Billing Address: **REQUIRED for Billing/Accounts Receivable/Collections** Billing Entity Name: Allen Boone Humphries Robinson, LLP (if different from above - will be a c/o address below main client info) Address: 3200 Southwest Freeway Suite 2600 City/State/Zip: Houston, Texas 77027 Billing Contact: Ms. Emily Maldonado Phone: 713-800-8672 Email: realestatesubmission@abhr.com	
Special Invoice Requirements: ☐ Rate Table (attach) _____ ☐ Special Multiplier _____ ☐ Client Reference _____ (PO, contract, project...)			

IV. AUTHORIZATION

Project Manager:	Date:	*Principal:
*Project forms must have Principal's Approval (Sr. VP and above) prior to opening unless a Signed Contract is attached For Accounting Use Only ☐ Setup Project in Unanet ☐ Update Sale ☐ Scan/Archive (Project Docs)		

NOTES

Exhibit 5

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ECF/ID	Subtask	ECF#	Release Matrix	Subtask	Task Leader	Current WA Authorized	Status	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30	W31	W32	W33	W34	W35	W36	W37	W38	W39	W40	W41	W42	W43	W44	W45	W46	W47	W48	W49	W50	W51	W52	W53	W54	W55	W56	W57	W58	W59	W60	W61	W62	W63	W64	W65	W66	W67	W68	W69	W70	W71	W72	W73	W74	W75	W76	W77	W78	W79	W80	W81	W82	W83	W84	W85	W86	W87	W88	W89	W90	W91	W92	W93	W94	W95	W96	W97	W98	W99	W100	W101	W102	W103	W104	W105	W106	W107	W108	W109	W110	W111	W112	W113	W114	W115	W116	W117	W118	W119	W120	W121	W122	W123	W124	W125	W126	W127	W128	W129	W130	W131	W132	W133	W134	W135	W136	W137	W138	W139	W140	W141	W142	W143	W144	W145	W146	W147	W148	W149	W150	W151	W152	W153	W154	W155	W156	W157	W158	W159	W160	W161	W162	W163	W164	W165	W166	W167	W168	W169	W170	W171	W172	W173	W174	W175	W176	W177	W178	W179	W180	W181	W182	W183	W184	W185	W186	W187	W188	W189	W190	W191	W192	W193	W194	W195	W196	W197	W198	W199	W200	W201	W202	W203	W204	W205	W206	W207	W208	W209	W210	W211	W212	W213	W214	W215	W216	W217	W218	W219	W220	W221	W222	W223	W224	W225	W226	W227	W228	W229	W230	W231	W232	W233	W234	W235	W236	W237	W238	W239	W240	W241	W242	W243	W244	W245	W246	W247	W248	W249	W250	W251	W252	W253	W254	W255	W256	W257	W258	W259	W260	W261	W262	W263	W264	W265	W266	W267	W268	W269	W270	W271	W272	W273	W274	W275	W276	W277	W278	W279	W280	W281	W282	W283	W284	W285	W286	W287	W288	W289	W290	W291	W292	W293	W294	W295	W296	W297	W298	W299	W300	W301	W302	W303	W304	W305	W306	W307	W308	W309	W310	W311	W312	W313	W314	W315	W316	W317	W318	W319	W320	W321	W322	W323	W324	W325	W326	W327	W328	W329	W330	W331	W332	W333	W334	W335	W336	W337	W338	W339	W340	W341	W342	W343	W344	W345	W346	W347	W348	W349	W350	W351	W352	W353	W354	W355	W356	W357	W358	W359	W360	W361	W362	W363	W364	W365	W366	W367	W368	W369	W370	W371	W372	W373	W374	W375	W376	W377	W378	W379	W380	W381	W382	W383	W384	W385	W386	W387	W388	W389	W390	W391	W392	W393	W394	W395	W396	W397	W398	W399	W400	W401	W402	W403	W404	W405	W406	W407	W408	W409	W410	W411	W412	W413	W414	W415	W416	W417	W418	W419	W420	W421	W422	W423	W424	W425	W426	W427	W428	W429	W430	W431	W432	W433	W434	W435	W436	W437	W438	W439	W440	W441	W442	W443	W444	W445	W446	W447	W448	W449	W450	W451	W452	W453	W454	W455	W456	W457	W458	W459	W460	W461	W462	W463	W464	W465	W466	W467	W468	W469	W470	W471	W472	W473	W474	W475	W476	W477	W478	W479	W480	W481	W482	W483	W484	W485	W486	W487	W488	W489	W490	W491	W492	W493	W494	W495	W496	W497	W498	W499	W500	W501	W502	W503	W504	W505	W506	W507	W508	W509	W510	W511	W512	W513	W514	W515	W516	W517	W518	W519	W520	W521	W522	W523	W524	W525	W526	W527	W528	W529	W530	W531	W532	W533	W534	W535	W536	W537	W538	W539	W540	W541	W542	W543	W544	W545	W546	W547	W548	W549	W550	W551	W552	W553	W554	W555	W556	W557	W558	W559	W560	W561	W562	W563	W564	W565	W566	W567	W568	W569	W570	W571	W572	W573	W574	W575	W576	W577	W578	W579	W580	W581	W582	W583	W584	W585	W586	W587	W588	W589	W590	W591	W592	W593	W594	W595	W596	W597	W598	W599	W600	W601	W602	W603	W604	W605	W606	W607	W608	W609	W610	W611	W612	W613	W614	W615	W616	W617	W618	W619	W620	W621	W622	W623	W624	W625	W626	W627	W628	W629	W630	W631	W632	W633	W634	W635	W636	W637	W638	W639	W640	W641	W642	W643	W644	W645	W646	W647	W648	W649	W650	W651	W652	W653	W654	W655	W656	W657	W658	W659	W660	W661	W662	W663	W664	W665	W666	W667	W668	W669	W670	W671	W672	W673	W674	W675	W676	W677	W678	W679	W680	W681	W682	W683	W684	W685	W686	W687	W688	W689	W690	W691	W692	W693	W694	W695	W696	W697	W698	W699	W700	W701	W702	W703	W704	W705	W706	W707	W708	W709	W710	W711	W712	W713	W714	W715	W716	W717	W718	W719	W720	W721	W722	W723	W724	W725	W726	W727	W728	W729	W730	W731	W732	W733	W734	W735	W736	W737	W738	W739	W740	W741	W742	W743	W744	W745	W746	W747	W748	W749	W750	W751	W752	W753	W754	W755	W756	W757	W758	W759	W760	W761	W762	W763	W764	W765	W766	W767	W768	W769	W770	W771	W772	W773	W774	W775	W776	W777	W778	W779	W780	W781	W782	W783	W784	W785	W786	W787	W788	W789	W790	W791	W792	W793	W794	W795	W796	W797	W798	W799	W800	W801	W802	W803	W804	W805	W806	W807	W808	W809	W810	W811	W812	W813	W814	W815	W816	W817	W818	W819	W820	W821	W822	W823	W824	W825	W826	W827	W828	W829	W830	W831	W832	W833	W834	W835	W836	W837	W838	W839	W840	W841	W842	W843	W844	W845	W846	W847	W848	W849	W850	W851	W852	W853	W854	W855	W856	W857	W858	W859	W860	W861	W862	W863	W864	W865	W866	W867	W868	W869	W870	W871	W872	W873	W874	W875	W876	W877	W878	W879	W880	W881	W882	W883	W884	W885	W886	W887	W888	W889	W890	W891	W892	W893	W894	W895	W896	W897	W898	W899	W900	W901	W902	W903	W904	W905	W906	W907	W908	W909	W910	W911	W912	W913	W914	W915	W916	W917	W918	W919	W920	W921	W922	W923	W924	W925	W926	W927	W928	W929	W930	W931	W932	W933	W934	W935	W936	W937	W938	W939	W940	W941	W942	W943	W944	W945	W946	W947	W948	W949	W950	W951	W952	W953	W954	W955	W956	W957	W958	W959	W960	W961	W962	W963	W964	W965	W966	W967	W968	W969	W970	W971	W972	W973	W974	W975	W976	W977	W978	W979	W980	W981	W982	W983	W984	W985	W986	W987	W988	W989	W990	W991	W992	W993	W994	W995	W996	W997	W998	W999	W1000	W1001	W1002	W1003	W1004	W1005	W1006	W1007	W1008	W1009	W1010	W1011	W1012	W1013	W1014	W1015	W1016	W1017	W1018	W1019	W1020	W1021	W1022	W1023	W1024	W1025	W1026	W1027	W1028	W1029	W1030	W1031	W1032	W1033	W1034	W1035	W1036	W1037	W1038	W1039	W1040	W1041	W1042	W1043	W1044	W1045	W1046	W1047	W1048	W1049	W1050	W1051	W1052	W1053	W1054	W1055	W1056	W1057	W1058	W1059	W1060	W1061	W1062	W1063	W1064	W1065	W1066	W1067	W1068	W1069	W1070	W1071	W1072	W1073	W1074	W1075	W1076	W1077	W1078	W1079	W1080	W1081	W1082	W1083	W1084	W1085	W1086	W1087	W1088	W1089	W1090	W1091	W1092	W1093	W1094	W1095	W1096	W1097	W1098	W1099	W1100	W1101	W1102	W1103	W1104	W1105	W1106	W1107	W1108	W1109	W1110	W1111	W1112	W1113	W1114	W1115	W1116	W1117	W1118	W1119	W1120	W1121	W1122	W1123	W1124	W1125	W1126	W1127	W1128	W1129	W1130	W1131	W1132	W1133	W1134	W1135	W1136	W1137	W1138	W1139	W1140	W1141	W1142	W1143	W1144	W1145	W1146	W1147	W1148	W1149	W1150	W1151	W1152	W1153	W1154	W1155	W1156	W1157	W1158	W1159	W1160	W1161	W1162	W1163	W1164	W1165	W1166	W1167	W1168	W1169	W1170	W1171	W1172	W1173	W1174	W1175	W1176	W1177	W1178	W1179	W1180	W1181	W1182	W1183	W1184	W1185	W1186	W1187	W1188	W1189	W1190	W1191	W1192	W1193	W1194	W1195	W1196	W1197	W1198	W1199	W1200	W1201	W1202	W1203	W1204	W1205	W1206	W1207	W1208	W1209	W1210	W1211	W1212	W1213	W1214	W1215	W1216	W1217	W1218	W1219	W1220	W1221	W1222	W1223	W1224	W1225	W1226	W1227	W1228	W1229	W1230	W1231	W1232	W1233	W1234	W1235	W1236	W1237	W1238	W1239	W1240	W1241	W1242	W1243	W1244	W1245	W1246	W1247	W1248	W1249	W1250	W1251	W1252	W1253	W1254	W1255	W1256	W1257	W1258	W1259	W1260	W1261	W1262	W1263	W1264	W1265	W1266	W1267	W1268	W1269	W1270	W1271	W1272	W1273	W1274	W1275	W1276	W1277	W1278	W1279	W1280	W1281	W1282	W1283	W1284	W1285	W1286	W1287	W1288	W1289	W1290	W1291	W1292	W1293	W1294	W1295	W1296	W1297	W1298	W1299	W1300	W1301	W1302	W1303	W1304	W1305	W1306	W1307	W1308	W1309	W1310	W1311	W1312	W1313	W1314	W1315	W1316	W1317	W1318	W1319	W1320	W1321	W1322	W1323	W1324	W1325	W1326	W1327	W1328	W1329	W1330	W1331	W1332	W1333	W1334	W1335	W1336	W1337	W1338	W1339	W1340	W1341	W1342	W1343	W1344	W1345	W1346	W1347	W1348	W1349	W1350
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Work Authorization #7

Project: Port of Columbia County, Port Westward, NW of Quincy, OR.
Client: Next Renewable Fuels, Inc.
Date of LJAES MSA Contract with Client: July 17, 2024
LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated July 17, 2024, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA7** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Edits of Chapter 3 (affected environment and consequences) to resolve USACE comments June 12, 2025 through August 15, 2025.**
 - c. **Preparation of Draft Chapter 4 (cumulative impacts). Edits of Chapter 4 based on comments received from the USACE July 31, 2025.**
 - d. **Preparation and Drafts of Chapters 5-9.**
- B. The maximum amount payable for services under this Work Authorization is **\$125,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 7 is anticipated to cover project activities through August 31, 2025.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

**APPROVED FOR
NEXT RENEWABLE FUELS, INC.**

By: _____

Printed Name: Chris E Fird

Date: 7/24/2025

**APPROVED FOR "LJAES"
LJA Environmental SERVICES**

By: _____

Printed Name: Susan Alford REM, ENV SP

Date: July 22, 2025

Work Authorization #8

Project: Port of Columbia County, Port Westward, NW of Quincy, OR.

Client: Next Renewable Fuels, Inc.

Date of LJAES MSA Contract with Client: July 17, 2024

LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated July 17, 2024, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA8** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Edits of Chapter 3 (affected environment and consequences) to resolve USACE comments received after August 18, 2025.**
 - c. **Preparation of Draft Chapter 4 (cumulative impacts). Edits of Chapter 4 Technical Report to resolve USACE comments received after August 18, 2025.**
 - d. **Edits to Draft Chapters 5-9.**
 - e. **Technical Editor to provide "one voice" revisions and formatting of the DEIS.**
 - f. **Section 508 Compliance preparation by Technical Editor.**
- B. The maximum amount payable for services under this Work Authorization is **\$125,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 8 is anticipated to cover project activities through October 30, 2025.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

**APPROVED FOR
NEXT RENEWABLE FUELS, INC.**

By:  _____
BOBPAZABOORAK...

Printed Name: Chris Efird

Date: 9/10/2025

**APPROVED FOR "LJAES"
LJA Environmental SERVICES**

By:  _____

Printed Name: Susan Alford REM, ENV SP

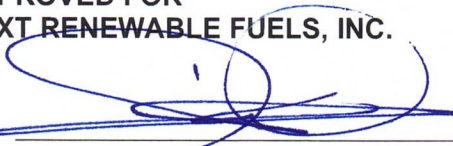
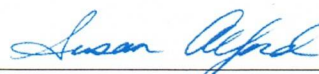
Date: August 29, 2025

Work Authorization #9Project: Port of Columbia County, Port Westward, NW of Quincy, OR.Client: Next Renewable Fuels, Inc.Date of LJAES MSA Contract with Client: July 17, 2024LJAES Job No. EV5742-24291

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the "Agreement" dated July 17, 2024, entered into by and between LJA Environmental Services (LJAES) and Next Renewable Fuels, Inc. ("Client").

- A. **Preparation of the DEIS: WA9** will include the following tasks
- a. **Project Management and meetings with the USACE and team.**
 - b. **Preparation of the Cultural Resources Technical Report**
 - c. **Revisions to the Chapter 4 Technical Report and Chapter 4 of the DEIS and submittal to the USACE.**
 - d. **Final DEIS preparation and Assistance with 508 compliance documentation for publication by the USACE**
- B. The maximum amount payable for services under this Work Authorization is **\$124,000.00** (Time and Materials). Payment for the services established under this Work Authorization shall be made in accordance with the Master Services Agreement. **WA 9 is anticipated to cover project activities through February 28, 2026.**
- C. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

The persons signing this Work Authorization warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Work Authorization to be duly executed:

**APPROVED FOR
NEXT RENEWABLE FUELS, INC.**By: Printed Name: Christopher E. FinkDate: January 30, 2026**APPROVED FOR "LJAES"
LJA Environmental SERVICES**By: Printed Name: Susan Alford REM, ENV SPDate: January 30, 2026



LJA ENVIRONMENTAL SERVICES, LLC
3600 W Sam Houston Pkwy S Suite 600
Houston, TX 77042
P: 713.953.5200

Invoice Questions: Billing@lja.com
Payment Questions: AR@lja.com

www.ljaenv.com

Christopher Efird
Next Renewable Fuels, Inc.
110 Vintage Park Blvd, Ste. 260
Houston, TX 77070
United States

STATEMENT OF ACCOUNT

Statement Date: 8/3/2026

Client Code: 5742

Client Terms: Net 30

Total Outstanding: USD 601,974.13

Project	Invoice Date	Invoice Number	Amount	Paid	Outstanding
EV5742-24291-6 - Port of Columbia County	7/24/2025	202529276	42,677.50	0.00	42,677.50
EV5742-24291-7 - Port of Columbia County	9/19/2025	202535180	124,940.00	0.00	124,940.00
EV5742-24291-8 - Port of Columbia County	9/19/2025	202535184	53,187.50	0.00	53,187.50
	10/16/2025	202541876	124,945.00	0.00	124,945.00
	11/13/2025	202548083	103,711.25	0.00	103,711.25
EV5742-24291-9 - Port of Columbia County	2/13/2026	202603256	122,636.63	0.00	122,636.63
	3/10/2026	202607528	29,621.25	0.00	29,621.25
	4/8/2026	202613647	255.00	0.00	255.00
Total Outstanding				USD 601,974.13	

Aging Analysis

0 - 60	61 - 90	91 - 120	121 - 365	> 365	Unapplied
0.00	0.00	255.00	559,041.63	42,677.50	0.00

Mail Checks payable to:

LJA Environmental Services, LLC
DEPT. 803 - 10 P.O. BOX 4346
Houston, TX 77210-4346

Send ACH or Wire Payments to:

Account Name:.....LJA Environmental Services, LLC
Name of Bank:.....Amegy Bank
ABA Routing Number:113011258
Account Number:.....5794432400
Swift Code:.....ZFNBUS55
Please email a remittance advice to: AR@lja.com

NOTICE OF FILING CLAIM OF LIEN AND NOTICE OF INTENT TO FORECLOSE

NOTE: IMPORTANT INFORMATION ON THE FOLLOWING PAGE(S)

This Notice is Sent To:

Property Owner

Next Renewable Fuels, Inc
110 Vintage Park Blvd Suite 260
Houston, Texas 77070

Next Renewable Fuels, Inc
11767 Katy Freeway Suite 705
Houston, Texas 77079

Next Renewable Fuels, Inc
3200 Southwest Freeway Suite 2600
Houston, Texas 77027

Next Renewable Fuels Oregon LLC
11767 Katy Freeway, Ste 705
Houston, Texas 77079

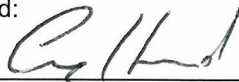
Mortgagee

Beutler Exchange Group LLC
5665 Meadows Rd, Ste 140
Lake Oswego, Oregon 97035

Dear Sir or Madam:

Enclosed herein is a copy of the Claim of Construction Lien filed against property located at the municipal address of NEXT Renewable Fuels Oregon, LLC Port Westward Industrial Park 81566 Kallunki Road, Clatskanie, Oregon 97016. The full amount of the lien is \$601,974.13. If payment in the full amount of this lien is not received within ten (10) days of receipt of this letter, the claimant, LJA Engineering, Inc., intends to commence legal action to foreclose this lien and to recover its costs and attorneys' fees incurred in connection therewith.

Signed:



LJA Engineering, Inc.

Signed by: CARY HOWARD (Print Name)

Authorized agent

Dated: 5/6/2026

After recording, please return to:
LJA Engineering, Inc.:
14701 St Marys Ln, Suite 400
Houston, Texas 77079
LV Reference ID: DPBK6XXLYQQY

SPACE ABOVE FOR RECORDER'S USE

OREGON CLAIM OF CONSTRUCTION LIEN
O.R.S. § 87.035

LJA Engineering, Inc. (**Claimant**)

v.

Next Renewable Fuels, Inc
Next Renewable Fuels, Inc
Next Renewable Fuels, Inc
Next Renewable Fuels Oregon LLC (**Lien Debtor**)

The Claimant:

LJA Engineering, Inc.
14701 St Marys Ln, Suite 400
Houston, Texas 77079

The Property Owner:

Next Renewable Fuels, Inc
110 Vintage Park Blvd Suite 260
Houston, Texas 77070
Next Renewable Fuels, Inc
11767 Katy Freeway Suite 705
Houston, Texas 77079
Next Renewable Fuels, Inc
3200 Southwest Freeway Suite 2600
Houston, Texas 77027
Next Renewable Fuels Oregon LLC
11767 Katy Freeway, Ste 705
Houston, Texas 77079

The Party Who Hired The Claimant

("Hiring Party"):

Next Renewable Fuels, Inc
110 Vintage Park Blvd Suite 260
Houston, Texas 77070

Services / Materials Provided ("Services"):

LJA Environmental Services for the preparation of the DEIS: Project management and meetings with the USACE and team; Internal Kick-off meeting to identify action items within the document and assign a technical task leader; Finalize the document cover page and table of contents with the USACE; Begin edits within the document describing the proposed action, alternatives, and resource impacts; Development of an ideogram or similar analysis technique for inclusion in the document. Latitude and Longitude: 46.167233°, -123.16195° NEXT Renewable Fuels Oregon, LLC Port Westward Industrial Park 81566 Kallunki Road Clatskanie, OR 97016 Account # 28062 Map: 8N4W2200 00300

Amount of Claim / Total Balance Due: \$601,974.13

Amount of claim attributed to labor provided:
\$601,974.13 (or none), hereinafter the **"Labor Portion."**

IMPORTANT INFORMATION ON THE FOLLOWING PAGE(S)

The **Property** to be charged with the lien:
State of Oregon
County: Columbia County

Municipal Address:

NEXT Renewable Fuels Oregon, LLC Port Westward Industrial Park 81566 Kallunki Road
Clatskanie, Oregon 97016

Legal Property Description:

Situated in Columbia County, Oregon. Account 28062 Map & Taxlot 8N4W22-00-00300 Situated in Columbia County, Oregon. Account 28061 Map & Taxlot 8N4W22-00-00200 Situated in Columbia County, Oregon. Account 28453 Map & Taxlot 8N4W22-00-00100

NOTICE IS HEREBY GIVEN that the person named below claims a lien pursuant to ORS § 87.035. In support of this lien, the following information is being submitted:

1. The property being liened is identified above as the **Property**;
2. The owner or reputed owner of the **Property** is above-identified as the **Property Owner**;
3. The name and address of the party making this claim of lien is above-identified as the **Claimant**. The **Claimant** is the party who actually furnished the materials, labor, services, equipment, or other construction work for which this lien is claimed. These services and/or materials are above-described as the **Services**. These **Services** were furnished to the **Property**, and incorporated therein;
4. The **Claimant** was hired by the above-identified **Hiring Party**;

IMPORTANT INFORMATION ON THE FOLLOWING PAGE(S)

5. The above-identified **Amount of Claim** is the total balance due to the **Claimant** at the time of the filing of this Claim of Construction Lien. This is a true statement of the **Claimant's** demand after deducting all just credits and offsets.

6. The **Labor Portion**, above-identified, is the portion of the total **Amount of Claim** that is attributable only to labor provided to the **Property** (if any specific amount is identified above).

SIGNATURE OF CLAIMANT, AND VERIFICATION

State of Oregon County of Columbia

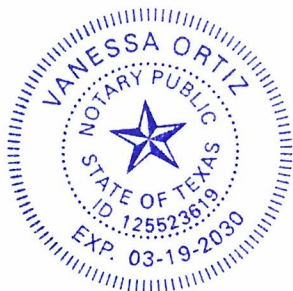
I, Cary Howard (Print Name), the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, or their authorized agent, I have read the foregoing instrument, know the contents thereof, have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true, under penalty of perjury.

Signature: [Signature]
LJA Engineering, Inc.

Signed by CARY HOWARD (Print Name), authorized agent

Sworn to and subscribed before me, undersigned Notary Public in and for the above listed State and County/ Parish, on this 5/6/26 (Date), by Cary Howard (Print Name), authorized agent for LJA Engineering, Inc., who is known to me, or satisfactorily proved to me, to be the person whose name is subscribed to this document, and who acknowledged that he/she executed this document in the capacity indicated for the principal named.

Notary Signature: [Signature]
Print Notary Name: Vanessa Ortiz
NOTARY PUBLIC in and for the State of Texas
Commission Expires: 3/19/2030



NOTICE OF INTENT TO FORECLOSE CONSTRUCTION LIEN

August 21, 2026

**SENT BY CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

Next Renewable Fuels, Inc.
110 Vintage Park Blvd., Suite 260
Houston, TX 77070
RR NO.: 9589 0710 5270 1129 9267 73

Next Renewable Fuels, Inc.
3200 SW Freeway, Suite 2600
Houston, TX 77027
RR NO.: 9589 0710 5270 1129 9267 97

Beutler Exchange Group, LLC
5665 Meadows Road, Suite 140
Lake Oswego, OR 97035
RR NO.: 9589 0710 5270 1129 9268 10

Next Renewable Fuels, Inc.
11767 Katy Freeway, Suite 705
Houston, TX 77079
RR NO.: 9589 0710 5270 1129 9267 80

Next Renewable Fuels Oregon LLC
11767 Katy Freeway, Suite 705
Houston, TX 77079
RR NO.: 9589 0710 5270 1129 9268 03

Beutler Exchange Group, LLC
c/o Sean C. Glinka
Elevate Law Group
6000 Meadows Road, Suite 450
Lake Oswego, OR 97035
RR NO.: 9589 0710 5270 1129 8844 48

Dear Owners & Lenders,

You are hereby notified pursuant to ORS 87.057 that the Claimant intends to foreclose the construction lien recorded in the real property records of Columbia County, Oregon as document number 2026-02807 (the "Lien"), a copy of which is attached hereto, unless payment in full is received within 10 days after the date of delivery of this notice. Payment in the form of a cashier's check, cash, or certified check should be made payable to LJA Engineering, Inc. and delivered to the undersigned at the address below.

Very truly yours,

/s/ J. Kurt Kraemer

J. Kurt Kraemer
MCEWEN GISVOLD LLP
1100 SW Sixth Avenue, Suite 1600
Portland, OR 97204
Of Attorneys for Claimant

COLUMBIA COUNTY, OREGON **2026-02807**
MR-CL
Cnt=1 Pgs=3 GOLSONK **05/06/2026 03:06:02 PM**
\$15.00 \$11.00 \$60.00 **\$86.00**

I, Debbie Klug, County Clerk for Columbia County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Debbie Klug - County Clerk

After recording, please return to:
LJA Engineering, Inc.:
14701 St Marys Ln, Suite 400
Houston, Texas 77079
LV Reference ID: DPBK6XXLYQQY

SPACE ABOVE FOR RECORDER'S USE

OREGON CLAIM OF CONSTRUCTION LIEN
O.R.S. § 87.035

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v.
Next Renewable Fuels, Inc
Next Renewable Fuels, Inc
Next Renewable Fuels, Inc
Next Renewable Fuels Oregon LLC (**Lien Debtor**)

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LJA Engineering, Inc.
14701 St Marys Ln, Suite 400
Houston, Texas 77079

The Property Owner:
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110 Vintage Park Blvd Suite 260
Houston, Texas 77070
Next Renewable Fuels, Inc
11767 Katy Freeway Suite 705
Houston, Texas 77079
Next Renewable Fuels, Inc
3200 Southwest Freeway Suite 2600
Houston, Texas 77027
Next Renewable Fuels Oregon LLC
11767 Katy Freeway, Ste 705
Houston, Texas 77079

The Party Who Hired The Claimant
("Hiring Party"):
Next Renewable Fuels, Inc
110 Vintage Park Blvd Suite 260
Houston, Texas 77070

Services / Materials Provided ("**Services**"): LJA Environmental Services for the preparation of the DEIS: Project management and meetings with the USACE and team; Internal Kick-off meeting to identify action items within the document and assign a technical task leader; Finalize the document cover page and table of contents with the USACE; Begin edits within the document describing the proposed action, alternatives, and resource impacts; Development of an ideogram or similar analysis technique for inclusion in the document. Latitude and Longitude: 46.167233°, -123.16195° NEXT Renewable Fuels Oregon, LLC Port Westward Industrial Park 81566 Kallunki Road Clatskanie, OR 97016 Account # 28062 Map: 8N4W2200 00300

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SIGNATURE OF CLAIMANT, AND VERIFICATION

State of Oregon County of Columbia

I, Cary Howard (Print Name), the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, or their authorized agent, I have read the foregoing instrument, know the contents thereof, have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true, under penalty of perjury.

Signature: [Signature]
LJA Engineering, Inc.

Signed by CARY HOWARD (Print Name), authorized agent

Sworn to and subscribed before me, undersigned Notary Public in and for the above listed State and County/ Parish, on this 5/6/26 (Date), by Cary Howard (Print Name), authorized agent for LJA Engineering, Inc., who is known to me, or satisfactorily proved to me, to be the person whose name is subscribed to this document, and who acknowledged that he/she executed this document in the capacity indicated for the principal named.

Notary Signature: [Signature]
Print Notary Name: Vanessa Ortiz
NOTARY PUBLIC in and for the State of Texas
Commission Expires: 3/19/2030

