
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D*

Under the Securities Exchange Act of 1934

(Amendment No. __)

NextDecade Corporation

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of class of securities)

65342K 105

(CUSIP number)

Matthew Zweig
Valinor Management L.P.
510 Madison Avenue, 25th Floor
New York, New York 10022
(212) 918-5226

With copies to:
Jackie Cohen
Weil, Gotshal & Manges, LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000

(Name, address and telephone number of person authorized to receive notices and communications)

July 24, 2017

(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Schedule 13D		
CUSIP No. 65342K 105		

1	NAME OF REPORTING PERSON. Valinor Capital Partners SPV XIX, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP. (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY.		
4	SOURCE OF FUNDS. OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E). <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION. Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER . 0	
	8	SHARED VOTING POWER. 3,824,542	
	9	SOLE DISPOSITIVE POWER. 0	
	10	SHARED DISPOSITIVE POWER 3,824,542	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 3,824,542		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.63%		
14	TYPE OF REPORTING PERSON. OO		

1	NAME OF REPORTING PERSON. Valinor Capital Partners SPV XXII, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP. <div style="float: right;"> (a) <input type="checkbox"/> (b) <input type="checkbox"/> </div>		
3	SEC USE ONLY.		
4	SOURCE OF FUNDS. OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E). <div style="float: right;"><input type="checkbox"/></div>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION. Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER. 0
		8	SHARED VOTING POWER. 496,755
		9	SOLE DISPOSITIVE POWER. 0
		10	SHARED DISPOSITIVE POWER. 496,755
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 496,755		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <div style="float: right;"><input type="checkbox"/></div>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.47%		
14	TYPE OF REPORTING PERSON. OO		

1	NAME OF REPORTING PERSON. Valinor Capital Partners Offshore Master Fund, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP. (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY.		
4	SOURCE OF FUNDS. OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E). <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION. Cayman Islands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER. 0	
	8	SHARED VOTING POWER. 10,384,966	
	9	SOLE DISPOSITIVE POWER. 0	
	10	SHARED DISPOSITIVE POWER. 10,384,966	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 10,384,966		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.87%		
14	TYPE OF REPORTING PERSON. PN		

1	NAME OF REPORTING PERSON. VND Partners, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP. <div style="float: right;"> (a) <input type="checkbox"/> (b) <input type="checkbox"/> </div>		
3	SEC USE ONLY.		
4	SOURCE OF FUNDS. OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E). <div style="float: right;"><input type="checkbox"/></div>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION. Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER. 0
		8	SHARED VOTING POWER. 4,813,805
		9	SOLE DISPOSITIVE POWER. 0
		10	SHARED DISPOSITIVE POWER. 4,813,805
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 4,813,805		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <div style="float: right;"><input type="checkbox"/></div>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.58%		
14	TYPE OF REPORTING PERSON. PN		

Schedule 13D		
CUSIP No. 65342K 105		

1	NAME OF REPORTING PERSON. Valinor Associates, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP. (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY.		
4	SOURCE OF FUNDS. OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E). <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION. Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER. -0-	
	8	SHARED VOTING POWER. 15,198,771*	
	9	SOLE DISPOSITIVE POWER. -0-	
	10	SHARED DISPOSITIVE POWER. 15,198,771*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 15,198,771*		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.44%*		
14	TYPE OF REPORTING PERSON. OO		

*Includes shares owned by VND Partners, L.P. and Valinor Capital Partners Offshore Master Fund, L.P.

Schedule 13D	
CUSIP No. 65342K 105	

1	NAME OF REPORTING PERSON. Valinor Management, L.P.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP. (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY.
4	SOURCE OF FUNDS. OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E). <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION. Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER. -0-
	8	SHARED VOTING POWER. 19,520,068*
	9	SOLE DISPOSITIVE POWER. -0-
	10	SHARED DISPOSITIVE POWER. 19,520,068*

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 19,520,068*
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.56%*
14	TYPE OF REPORTING PERSON. LP

*Includes shares owned by Valinor Capital Partners SPV XXII, LLC, Valinor Capital Partners SPV XIX, LLC, VND Partners, L.P. and Valinor Capital Partners Offshore Master Fund, L.P.

Schedule 13D		
CUSIP No. 65342K 105		

1	NAME OF REPORTING PERSON. David Gallo		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP. (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY.		
4	SOURCE OF FUNDS. OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E). <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION. United States of America		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER. -0-	
	8	SHARED VOTING POWER. 19,520,068*	
	9	SOLE DISPOSITIVE POWER. -0-	
	10	SHARED DISPOSITIVE POWER. 19,520,068*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON. 19,520,068*		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 18.56%*		
14	TYPE OF REPORTING PERSON. IN		

*Includes shares owned by Valinor Capital Partners SPV XXII, LLC, Valinor Capital Partners SPV XIX, LLC, VND Partners, L.P. and Valinor Capital Partners Offshore Master Fund, L.P.

ITEM 1.SECURITY AND ISSUER

This Statement of Beneficial Ownership on Schedule 13D (this “Statement”) is filed on behalf of the Reporting Persons with the Securities and Exchange Commission (the “Commission”). This Statement relates to the shares of common stock, \$0.001 par value per share (“Shares”), of NextDecade Corporation, a corporation formed under the laws of the State of Delaware (the “Issuer”). The address of the Issuer’s principal executive offices is 3 Waterway Square Place, The Woodlands, Texas 77380.

ITEM 2.IDENTITY AND BACKGROUND

This Statement is being filed jointly by each of (i) Valinor Management, LP, a Delaware limited partnership (“Valinor Management”), (ii) David Gallo, a United States citizen, (iii) Valinor Capital Partners SPV XXII, LLC, a Delaware limited liability company (“SPV XXII”), (iv) Valinor Capital Partners SPV XIX, LLC, a Delaware limited liability company (“SPV XIX”), (v) VND Partners, L.P., a Delaware limited partnership (“VND Partners”), (vi) Valinor Capital Partners Offshore Master Fund, L.P., a Cayman Islands exempted limited partnership (“Capital Partners Offshore Master”), and (vii) Valinor Associates, LLC, a Delaware limited liability company (“Associates,” and, collectively, the “Reporting Persons”).

David Gallo is the Founder, Managing Partner and Portfolio Manager at Valinor Management, an investment management firm that serves as the investment manager to a number of private investment vehicles including (i) Capital Partners Offshore Master, (ii) SPV XIX, (iii) SPV XXII and (iv) VND Partners, and is the managing member of Associates, which in turn is the general partner of (a) Capital Partners Offshore Master and (b) VND Partners. Valinor Management Associates, LLC is the general partner of Valinor Management.

The principal business address of each of the Reporting Persons is 510 Madison Avenue, 25th Floor, New York, NY 10022.

During the last five years, none of the Reporting Persons, to the best of their knowledge, has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting of mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3.SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The responses to Items 4 and 6 of this Statement are incorporated herein by reference.

On April 17, 2017, the Issuer, Harmony Merger Sub, LLC, NextDecade, LLC and certain members of NextDecade, LLC and entities affiliated with such members entered into an Agreement and Plan of Merger (the “Merger Agreement”) that provided for the merger of NextDecade, LLC with and into Harmony Merger Sub, LLC (the “Merger”). At the closing of the transaction on July 24, 2017 (the “Closing”), NextDecade, LLC became a wholly-owned subsidiary of the Issuer.

In connection with the Closing, all outstanding interests in NextDecade, LLC were canceled in exchange for the right to receive Shares of the Issuer, as further provided by the Merger Agreement, including Shares issuable upon the satisfaction of certain milestones as provided in Section 2.11 of the Merger Agreement. As a result, SPV XIX received 3,824,542 Shares (which excludes 685,784 contingent Shares issuable upon the satisfaction of certain milestones), SPV XXII received 496,755 Shares (which excludes 89,074 Shares issuable upon the satisfaction of certain milestones), VND Partners received 4,813,805 Shares (which excludes 863,168 contingent Shares issuable upon the satisfaction of certain milestones), and Capital Partners Offshore Master received 10,384,966 shares (which excludes 1,862,143 contingent Shares issuable upon the satisfaction of certain milestones).

References to, and descriptions of, the Merger Agreement set forth herein are not intended to be complete and are qualified in their entirety by reference to the text of the Agreement, which is included as Exhibit 2.1 to the Issuer's Current Report on Form 8-K, dated April 18, 2017.

ITEM 4. PURPOSE OF TRANSACTION

The responses to Items 3 and 6 of this Statement are incorporated herein by reference.

As further described in Item 6, David Gallo and Brian Belke, a Partner at Valinor Management, were designated by Valinor Management to serve on the board of directors of the Issuer (the "Board"). Brian Belke is also a member of the Nominating, Corporate Governance and Compensation Committee. As a result, the Reporting Persons intend to take an active role in working with the Issuer's management on operational, financial and strategic initiatives.

The Reporting Persons intend to communicate with the Board, members of management and/or other stockholders from time to time with respect to operational, strategic, financial or governance matters or otherwise work with management and the Board. The Reporting Persons may (i) sell or otherwise dispose of some or all of the Issuer's securities (which may include, but is not limited to, transferring some or all of such securities to its affiliates or distributing some or all of such securities to such Reporting Person's respective partners, members or beneficiaries, as applicable) from time to time, (ii) acquire additional securities of the Issuer (which may include rights or securities exercisable or convertible into securities of the Issuer) from time to time, in each case, in open market or private transactions, block sales or otherwise, and/or (iii) take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in clauses (a) through (j) of the instructions to Item 4 of Schedule 13D. Pursuant to Section 2.11 of the Merger Agreement, certain of the Reporting Persons may receive contingent Shares issuable upon the satisfaction of certain milestones. The Reporting Person also reserves the right to acquire or dispose of derivatives or other instruments related to shares of Common Stock or other securities of the Company, provided that in its judgment such transactions are advisable.

Except as described in Item 6 and this Item 4 and any plans or proposals that may from time to time be discussed or considered by the directors of the Issuer, including David Gallo and Brian Belke, in their fiduciary capacities as directors of the Issuer, the Reporting Persons do not currently have any plans or proposals that relate to or would result in any of the actions specified under Item 4 of this Statement.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

The responses set forth on rows 7 through 13 of the cover pages of this Statement, as of the date hereof, are incorporated by reference in this Item 5.

(a) and (b) The following responses are based on 105,225,828 Shares issued and outstanding of the Issuer ("outstanding Shares"), as reported in the Issuer's Current Report on Form 8-K filed with the SEC on July 28, 2017.

As of the date hereof: SPV XIX directly holds 3,824,542 shares, which represents approximately 3.63% of the outstanding Shares; SPV XXII directly holds 496,755 shares, which represents approximately 0.47% of the outstanding Shares; VND Partners directly holds 4,813,805 shares, which represents approximately 4.58% of the outstanding Shares; and Capital Partners Offshore Master directly holds 10,384,966 shares, which represents approximately 9.87% of the outstanding Shares.

David Gallo is the Founder, Managing Partner and Portfolio Manager at Valinor Management, an investment management firm that serves as the investment manager to a number of private investment vehicles including (i) Capital Partners Offshore Master, (ii) SPV XIX, (iii) SPV XXII and (iv) VND Partners, and is the managing member of Associates, which in turn is the general partner of (a) Capital Partners Offshore Master and (b) VND Partners. Valinor Management Associates, LLC is the general partner of Valinor Management.

The aggregate number and percentage of the Shares beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D.

(c) Except as set forth in this Item 3, none of the Reporting Persons has effected any transaction in the Shares in the 60 days prior to filing this Statement.

(d) To the knowledge of the Reporting Persons, no person other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported on this Schedule 13D.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Board and Committee Composition after the Merger

Pursuant to the terms of the Merger Agreement, following the Closing, the Board was comprised of eleven (11) directors, including David Gallo and Brian Belke. Mr. Belke is also a member of the Nominating, Corporate Governance and Compensation Committee of the Board.

Registration Rights Agreement

Upon the Closing, the former holders of membership interests in NextDecade, LLC, including certain of the Reporting Persons, entered into a registration rights agreement with the Issuer providing such holders with certain demand and piggy-back registration rights with respect to registration statements filed by the Issuer.

References to, and descriptions of, the registration rights agreement set forth herein are not intended to be complete and are qualified in their entirety by reference to the text of the registration rights agreement, which is included as Exhibit 10.2 to the Issuer's Current Report on Form 8-K, dated July 28, 2017.

Lock-up Agreements

By letter agreements dated as of the Closing, the former holders of membership interests in NextDecade, LLC, including certain of the Reporting Persons, agreed not to transfer the shares of the Common Stock they received as a result of the Merger for 180 days after the Closing.

References to, and descriptions of, the lock-up agreement set forth herein are not intended to be complete and are qualified in their entirety by reference to the text of the agreement, which is attached hereto as Exhibit 10.2.

Item 7. Material to Be Filed as Exhibits

2.1	Merger Agreement, dated as of April 17, 2017 (incorporated by reference herein from Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC by NextDecade Corporation (f/k/a Harmony Merger Corp.) on April 18, 2017 (SEC File No. 001-36842).)
10.1	Registration Rights Agreement (incorporated by reference herein from Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC by NextDecade Corporation on July 28, 2017 (SEC File No. 001-36842).)
<u>10.2*</u>	Lock-Up Agreement (Valinor Capital Partners SPV XXII, LLC), dated July 24, 2017
<u>10.3*</u>	Lock-Up Agreement (Valinor Capital Partners SPV XIX, LLC), dated July 24, 2017
<u>10.4*</u>	Lock-Up Agreement (VND Partners, L.P.), dated July 24, 2017

[10.5*](#) Lock-Up Agreement (Valinor Capital Partners Offshore Master Fund, L.P.), dated July 24, 2017

[99.1*](#) Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Exchange Act.

* Filed herewith.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: August 3, 2017

Valinor Management, L.P.

By: /s/ David Angstreich

Name: David Angstreich

Title: COO

Date: August 3, 2017

David Gallo

/s/ David Gallo

Date: August 3, 2017

Valinor Associates, LLC

By: /s/ David Angstreich

Name: David Angstreich

Title: COO

Date: August 3, 2017

Valinor Capital Partners Offshore Master Fund, LP

By: /s/ David Angstreich

Name: David Angstreich

Title: COO

Date: August 3, 2017

VND Partners, L.P.

By: /s/ David Angstreich
Name: David Angstreich
Title: COO

Date: August 3, 2017

Valinor Capital Partners SPV XIX, LLC

By: /s/ David Angstreich
Name: David Angstreich
Title: COO

Date: August 3, 2017

Valinor Capital Partners SPV XXII, LLC

By: /s/ David Angstreich
Name: David Angstreich
Title: COO

LOCK-UP AGREEMENT

July 24, 2017

Harmony Merger Corp.
777 Third Avenue, 37th Floor
New York, New York 10017

NextDecade, LLC
3 Waterway Square Place, Suite 400
The Woodlands, Texas 77380

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (the “**Merger Agreement**”), dated April 17, 2017, by and among Harmony Merger Corp., a Delaware corporation (“**Parent**”), Harmony Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Parent (“**Merger Sub**”), NextDecade, LLC, a Delaware limited liability company (“**NextDecade**”) and the other signatories parties thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the “**Restricted Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause.

Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

“**Related Securities**” shall mean any options or warrants or other rights to acquire Parent Common Stock (including any Contingent Shares issued to the undersigned within the Restricted Period) or any securities exchangeable or exercisable for or convertible into Parent Common Stock, or to acquire other securities or rights ultimately exchangeable or exercisable for, or convertible into, Parent Common Stock.

“Change of Control” shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of Parent’s voting securities if, after such transfer, such person or group of affiliated persons would hold more than fifty percent (50%) of the outstanding voting securities of Parent (or the surviving entity).

“Public Offering” means an underwritten public offering of registrable securities pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

The undersigned understands that Parent and NextDecade are relying upon this agreement in proceeding toward consummation of the Merger. The undersigned further understands that this agreement is irrevocable.

Notwithstanding anything herein to the contrary, this agreement shall be of no further force or effect and the undersigned shall be released from all obligations under this agreement upon the earlier of (i) the termination of the Merger Agreement and (ii) the first business day following the expiration of the Restricted Period.

This agreement shall be legally binding on the undersigned and on the undersigned’s successors and permitted assigns and shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof.

The undersigned irrevocably consents to the exclusive jurisdiction and venue of the courts of the State of Delaware or the federal courts located in the State of Delaware in connection with any matter based upon or arising out of this agreement, agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware and waives and covenants not to assert or plead any objection which it might otherwise have to such manner of service of process. The undersigned waives, and shall not assert as a defense in any legal dispute, that (a) it is not personally subject to the jurisdiction of the above named courts for any reason, (b) such Legal Proceeding may not be brought or is not maintainable in such court, (c) its property is exempt or immune from execution, (d) such Legal Proceeding is brought in an inconvenient forum or (e) the venue of such Legal Proceeding is improper. THE UNDERSIGNED UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, THE UNDERSIGNED SHALL NOT ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, THE UNDERSIGNED SHALL NOT SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed as of the date first written above.

Very truly yours,

Valinor Capital Partners SPV XXII, LLC

/s/ David Angstreich

Name: David Angstreich
Its: COO/CFO

Address

[Signature Page to Lock-Up Agreement]

LOCK-UP AGREEMENT

July 24, 2017

Harmony Merger Corp.
777 Third Avenue, 37th Floor
New York, New York 10017

NextDecade, LLC
3 Waterway Square Place, Suite 400
The Woodlands, Texas 77380

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (the “**Merger Agreement**”), dated April 17, 2017, by and among Harmony Merger Corp., a Delaware corporation (“**Parent**”), Harmony Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Parent (“**Merger Sub**”), NextDecade, LLC, a Delaware limited liability company (“**NextDecade**”) and the other signatories parties thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the “**Restricted Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause.

Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

“Related Securities” shall mean any options or warrants or other rights to acquire Parent Common Stock (including any Contingent Shares issued to the undersigned within the Restricted Period) or any securities exchangeable or exercisable for or convertible into Parent Common Stock, or to acquire other securities or rights ultimately exchangeable or exercisable for, or convertible into, Parent Common Stock.

“Change of Control” shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of Parent’s voting securities if, after such transfer, such person or group of affiliated persons would hold more than fifty percent (50%) of the outstanding voting securities of Parent (or the surviving entity).

“Public Offering” means an underwritten public offering of registrable securities pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

The undersigned understands that Parent and NextDecade are relying upon this agreement in proceeding toward consummation of the Merger. The undersigned further understands that this agreement is irrevocable.

Notwithstanding anything herein to the contrary, this agreement shall be of no further force or effect and the undersigned shall be released from all obligations under this agreement upon the earlier of (i) the termination of the Merger Agreement and (ii) the first business day following the expiration of the Restricted Period.

This agreement shall be legally binding on the undersigned and on the undersigned’s successors and permitted assigns and shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof.

The undersigned irrevocably consents to the exclusive jurisdiction and venue of the courts of the State of Delaware or the federal courts located in the State of Delaware in connection with any matter based upon or arising out of this agreement, agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware and waives and covenants not to assert or plead any objection which it might otherwise have to such manner of service of process. The undersigned waives, and shall not assert as a defense in any legal dispute, that (a) it is not personally subject to the jurisdiction of the above named courts for any reason, (b) such Legal Proceeding may not be brought or is not maintainable in such court, (c) its property is exempt or immune from execution, (d) such Legal Proceeding is brought in an inconvenient forum or (e) the venue of such Legal Proceeding is improper. THE UNDERSIGNED UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, THE UNDERSIGNED SHALL NOT ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, THE UNDERSIGNED SHALL NOT SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed as of the date first written above.

Very truly yours,

Valinor Capital Partners SPV XIX, LLC

/s/ David Angstreich
Name: David Angstreich
Its: COO/CFO

Address

[Signature Page to Lock-Up Agreement]

LOCK-UP AGREEMENT

July 24, 2017

Harmony Merger Corp.
777 Third Avenue, 37th Floor
New York, New York 10017

NextDecade, LLC
3 Waterway Square Place, Suite 400
The Woodlands, Texas 77380

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (the “**Merger Agreement**”), dated April 17, 2017, by and among Harmony Merger Corp., a Delaware corporation (“**Parent**”), Harmony Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Parent (“**Merger Sub**”), NextDecade, LLC, a Delaware limited liability company (“**NextDecade**”) and the other signatories parties thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the “**Restricted Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause.

Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

“**Related Securities**” shall mean any options or warrants or other rights to acquire Parent Common Stock (including any Contingent Shares issued to the undersigned within the Restricted Period) or any securities exchangeable or exercisable for or convertible into Parent Common Stock, or to acquire other securities or rights ultimately exchangeable or exercisable for, or convertible into, Parent Common Stock.

“Change of Control” shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of Parent’s voting securities if, after such transfer, such person or group of affiliated persons would hold more than fifty percent (50%) of the outstanding voting securities of Parent (or the surviving entity).

“Public Offering” means an underwritten public offering of registrable securities pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

The undersigned understands that Parent and NextDecade are relying upon this agreement in proceeding toward consummation of the Merger. The undersigned further understands that this agreement is irrevocable.

Notwithstanding anything herein to the contrary, this agreement shall be of no further force or effect and the undersigned shall be released from all obligations under this agreement upon the earlier of (i) the termination of the Merger Agreement and (ii) the first business day following the expiration of the Restricted Period.

This agreement shall be legally binding on the undersigned and on the undersigned’s successors and permitted assigns and shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof.

The undersigned irrevocably consents to the exclusive jurisdiction and venue of the courts of the State of Delaware or the federal courts located in the State of Delaware in connection with any matter based upon or arising out of this agreement, agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware and waives and covenants not to assert or plead any objection which it might otherwise have to such manner of service of process. The undersigned waives, and shall not assert as a defense in any legal dispute, that (a) it is not personally subject to the jurisdiction of the above named courts for any reason, (b) such Legal Proceeding may not be brought or is not maintainable in such court, (c) its property is exempt or immune from execution, (d) such Legal Proceeding is brought in an inconvenient forum or (e) the venue of such Legal Proceeding is improper. THE UNDERSIGNED UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, THE UNDERSIGNED SHALL NOT ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, THE UNDERSIGNED SHALL NOT SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed as of the date first written above.

Very truly yours,

VND Partners, L.P.

/s/ David Angstreich

Name: David Angstreich
Its: COO/CFO

Address

[Signature Page to Lock-Up Agreement]

LOCK-UP AGREEMENT

July 24, 2017

Harmony Merger Corp.
777 Third Avenue, 37th Floor
New York, New York 10017

NextDecade, LLC
3 Waterway Square Place, Suite 400
The Woodlands, Texas 77380

Ladies and Gentlemen:

Reference is made to that certain Agreement and Plan of Merger (the “**Merger Agreement**”), dated April 17, 2017, by and among Harmony Merger Corp., a Delaware corporation (“**Parent**”), Harmony Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Parent (“**Merger Sub**”), NextDecade, LLC, a Delaware limited liability company (“**NextDecade**”) and the other signatories parties thereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Merger Agreement.

To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the “**Restricted Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause.

Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

“Related Securities” shall mean any options or warrants or other rights to acquire Parent Common Stock (including any Contingent Shares issued to the undersigned within the Restricted Period) or any securities exchangeable or exercisable for or convertible into Parent Common Stock, or to acquire other securities or rights ultimately exchangeable or exercisable for, or convertible into, Parent Common Stock.

“Change of Control” shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of Parent’s voting securities if, after such transfer, such person or group of affiliated persons would hold more than fifty percent (50%) of the outstanding voting securities of Parent (or the surviving entity).

“Public Offering” means an underwritten public offering of registrable securities pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form.

The undersigned understands that Parent and NextDecade are relying upon this agreement in proceeding toward consummation of the Merger. The undersigned further understands that this agreement is irrevocable.

Notwithstanding anything herein to the contrary, this agreement shall be of no further force or effect and the undersigned shall be released from all obligations under this agreement upon the earlier of (i) the termination of the Merger Agreement and (ii) the first business day following the expiration of the Restricted Period.

This agreement shall be legally binding on the undersigned and on the undersigned’s successors and permitted assigns and shall be governed by and construed in accordance with the internal law of the State of Delaware regardless of the law that might otherwise govern under applicable principles of conflicts of law thereof.

The undersigned irrevocably consents to the exclusive jurisdiction and venue of the courts of the State of Delaware or the federal courts located in the State of Delaware in connection with any matter based upon or arising out of this agreement, agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware and waives and covenants not to assert or plead any objection which it might otherwise have to such manner of service of process. The undersigned waives, and shall not assert as a defense in any legal dispute, that (a) it is not personally subject to the jurisdiction of the above named courts for any reason, (b) such Legal Proceeding may not be brought or is not maintainable in such court, (c) its property is exempt or immune from execution, (d) such Legal Proceeding is brought in an inconvenient forum or (e) the venue of such Legal Proceeding is improper. THE UNDERSIGNED UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIMS OR COUNTERCLAIMS ASSERTED IN ANY LEGAL DISPUTE RELATING TO THIS AGREEMENT. IF THE SUBJECT MATTER OF ANY SUCH LEGAL DISPUTE IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, THE UNDERSIGNED SHALL NOT ASSERT IN SUCH LEGAL DISPUTE A NONCOMPULSORY COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. FURTHERMORE, THE UNDERSIGNED SHALL NOT SEEK TO CONSOLIDATE ANY SUCH LEGAL DISPUTE WITH A SEPARATE ACTION OR OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT BE WAIVED.

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed as of the date first written above.

Very truly yours,

Valinor Capital Partners Offshore Master Fund, L.P.

/s/ David Angstreich

Name: David Angstreich

Its: COO/CFO

Address

[Signature Page to Lock-Up Agreement]

Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to shares of common stock, par value \$0.0001 per share, of NextDecade Corporation, a Delaware corporation, and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filings. In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement this 3rd day of August, 2017.

Date: August 3, 2017

Valinor Management, L.P.By: /s/ David Angstreich

Name: David Angstreich

Title: COO

Date: August 3, 2017

David Gallo/s/ David Gallo

Date: August 3, 2017

Valinor Associates, LLCBy: /s/ David Angstreich

Name: David Angstreich

Title: COO

Date: August 3, 2017

Valinor Capital Partners Offshore Master Fund, LPBy: /s/ David Angstreich

Name: David Angstreich

Title: COO

Date: August 3, 2017

VND Partners, L.P.

By: /s/ David Angstreich
Name: David Angstreich
Title: COO

Date: August 3, 2017

Valinor Capital Partners SPV XIX, LLC

By: /s/ David Angstreich
Name: David Angstreich
Title: COO

Date: August 3, 2017

Valinor Capital Partners SPV XXII, LLC

By: /s/ David Angstreich
Name: David Angstreich
Title: COO