

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

FORM 10-Q

(MARK ONE)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2023

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 001-36842

NEXTDECADE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

46-5723951

(I.R.S. Employer
Identification No.)

1000 Louisiana Street, Suite 3900, Houston, Texas 77002

(Address of principal executive offices) (Zip Code)

(713) 574-1880

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol	Name of each exchange on which registered:
Common Stock, \$0.0001 par value	NEXT	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 5, 2023 the issuer had 150,566,623 shares of common stock outstanding.

NEXTDECADE CORPORATION

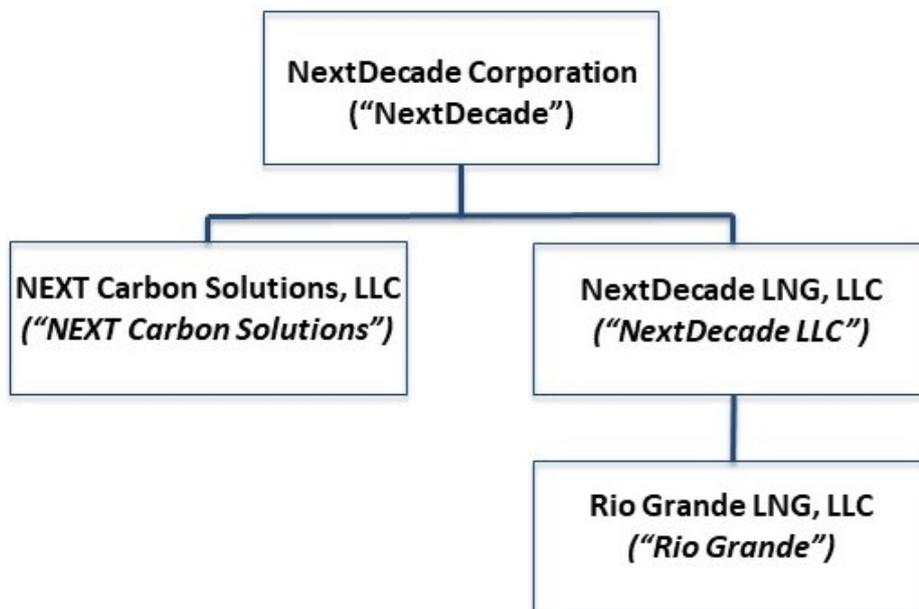
FORM 10-Q FOR THE QUARTER ENDED MARCH 31, 2023

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Organizational Structure

The following diagram depicts our abbreviated organizational structure as of March 31, 2023 with references to the names of certain entities discussed in this Quarterly Report on Form 10-Q.



Unless the context requires otherwise, references to "NextDecade," the "Company," "we," "us" and "our" refer to NextDecade Corporation (NASDAQ: NEXT) and its consolidated subsidiaries.

PART I – FINANCIAL INFORMATION
Item 1. Financial Statements.

NextDecade Corporation
Consolidated Balance Sheets
(in thousands, except per share data)
(unaudited)

	March 31, 2023	December 31, 2022
Assets		
Current assets		
Cash and cash equivalents	\$ 51,141	\$ 62,789
Prepaid expenses and other current assets	1,570	1,149
Total current assets	52,711	63,938
Property, plant and equipment, net	243,870	218,646
Operating lease right-of-use assets, net	1,216	1,474
Other non-current assets, net	30,108	28,372
Total assets	\$ 327,905	\$ 312,430
Liabilities, Convertible Preferred Stock and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 1,854	\$ 1,084
Accrued liabilities and other current liabilities	28,661	23,184
Current common stock warrant liabilities	3,504	—
Current operating lease liabilities	873	1,093
Total current liabilities	34,892	25,361
Non-current common stock warrant liabilities	3,653	6,790
Non-current operating lease liabilities	395	465
Other non-current liabilities	23,000	23,000
Total liabilities	61,940	55,616
Commitments and contingencies (Note 13)		
Series A Convertible Preferred Stock, \$1,000 per share liquidation preference; Issued and outstanding: 85,454 shares and 82,948 shares at March 31, 2023 and December 31, 2022, respectively	75,532	73,026
Series B Convertible Preferred Stock, \$1,000 per share liquidation preference; Issued and outstanding: 81,629 shares and 79,239 shares at March 31, 2023 and December 31, 2022, respectively	75,798	73,408
Series C Convertible Preferred Stock, \$1,000 per share liquidation preference; Issued and outstanding: 61,156 shares and 59,366 shares at March 31, 2023 and December 31, 2022, respectively	57,799	56,009
Stockholders' equity		
Common stock, \$0.0001 par value Authorized: 480.0 million shares at March 31, 2023 and December 31, 2022; Issued and outstanding: 149.4 million shares and 143.5 million shares at March 31, 2023 and December 31, 2022, respectively	15	14
Treasury stock: 999,966 shares and 991,089 shares at March 31, 2023 and December 31, 2022, respectively, at cost	(4,634)	(4,587)
Preferred stock, \$0.0001 par value Authorized: 0.5 million, after designation of the Convertible Preferred Stock Issued and outstanding: none at March 31, 2023 and December 31, 2022	—	—
Additional paid-in-capital	318,942	289,084
Accumulated deficit	(257,487)	(230,140)
Total stockholders' equity	56,836	54,371
Total liabilities, convertible preferred stock and stockholders' equity	\$ 327,905	\$ 312,430

The accompanying notes are an integral part of these unaudited consolidated financial statements.

NextDecade Corporation
Consolidated Statements of Operations
(in thousands, except per share data)
(unaudited)

	Three Months Ended	
	March 31,	
	2023	2022
Revenues	\$ —	\$ —
Operating expenses		
General and administrative expense	26,271	3,323
Development expense, net	464	1,545
Lease expense	337	219
Depreciation expense	38	47
Total operating expenses	<u>27,110</u>	<u>5,134</u>
Total operating loss	<u>(27,110)</u>	<u>(5,134)</u>
Other income (expense)		
Loss on common stock warrant liabilities	(367)	(6,304)
Other, net	130	1
Total other expense	<u>(237)</u>	<u>(6,303)</u>
Net loss attributable to NextDecade Corporation	<u>(27,347)</u>	<u>(11,437)</u>
Preferred stock dividends	(6,700)	(5,754)
Net loss attributable to common stockholders	<u>\$ (34,047)</u>	<u>\$ (17,191)</u>
Net loss per common share - basic and diluted	<u>\$ (0.23)</u>	<u>\$ (0.14)</u>
Weighted average shares outstanding - basic and diluted	146,931	121,328

The accompanying notes are an integral part of these unaudited consolidated financial statements.

NextDecade Corporation
Consolidated Statement of Stockholders' Equity and Convertible Preferred Stock
(in thousands)
(unaudited)

For the Three Months Ended March 31, 2023

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity	Series A Convertible Preferred Stock	Series B Convertible Preferred Stock	Series C Convertible Preferred Stock
	Shares	Par Value Amount	Shares	Amount						
Balance at December 31, 2022	143,549	\$ 14	991	\$ (4,587)	\$ 289,084	\$ (230,140)	\$ 54,371	\$ 73,026	\$ 73,408	\$ 56,009
Share-based compensation	—	—	—	—	1,559	—	1,559	—	—	—
Restricted stock vesting	56	—	—	—	—	—	—	—	—	—
Shares repurchased related to share-based compensation	(9)	—	9	(47)	—	—	(47)	—	—	—
Issuance of common stock, net	5,835	1	—	—	34,999	—	35,000	—	—	—
Preferred stock dividends	—	—	—	—	(6,700)	—	(6,700)	2,506	2,390	1,790
Net loss	—	—	—	—	—	(27,347)	(27,347)	—	—	—
Balance at March 31, 2023	<u>149,431</u>	<u>\$ 15</u>	<u>1,000</u>	<u>\$ (4,634)</u>	<u>\$ 318,942</u>	<u>\$ (257,487)</u>	<u>\$ 56,836</u>	<u>\$ 75,532</u>	<u>\$ 75,798</u>	<u>\$ 57,799</u>

For the Three Months Ended March 31, 2022

	Common Stock		Treasury Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity	Series A Convertible Preferred Stock	Series B Convertible Preferred Stock	Series C Convertible Preferred Stock
	Shares	Par Value Amount	Shares	Amount						
Balance at December 31, 2021	120,838	\$ 12	346	\$ (1,315)	\$ 191,264	\$ (170,069)	19,892	\$ 63,791	\$ 64,602	\$ 40,007
Share-based compensation	—	—	—	—	(2,372)	—	(2,372)	—	—	—
Restricted stock vesting	911	—	—	—	—	—	—	—	—	—
Shares repurchased related to share-based compensation	(195)	—	195	(464)	—	—	(464)	—	—	—
Issuance of Series C Convertible Preferred Stock	—	—	—	—	—	—	—	—	—	9,806
Preferred stock dividends	—	—	—	—	(5,754)	—	(5,754)	2,225	2,123	1,387
Net loss	—	—	—	—	—	(11,437)	(11,437)	—	—	—
Balance at March 31, 2022	<u>121,554</u>	<u>\$ 12</u>	<u>541</u>	<u>\$ (1,779)</u>	<u>\$ 183,138</u>	<u>\$ (181,506)</u>	<u>\$ (135)</u>	<u>\$ 66,016</u>	<u>\$ 66,725</u>	<u>\$ 51,200</u>

The accompanying notes are an integral part of these unaudited consolidated financial statements.

NextDecade Corporation.
Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Three Months Ended	
	March 31,	
	2023	2022
Operating activities:		
Net loss attributable to NextDecade Corporation	\$ (27,347)	\$ (11,437)
Adjustment to reconcile net loss to net cash used in operating activities		
Depreciation	38	47
Share-based compensation expense (forfeiture)	1,559	(2,372)
Loss on common stock warrant liabilities	367	6,304
Amortization of right-of-use assets	258	140
Amortization of other non-current assets	—	354
Changes in operating assets and liabilities:		
Prepaid expenses	(421)	(194)
Accounts payable	815	114
Operating lease liabilities	(290)	(156)
Accrued expenses and other liabilities	1,836	(2,994)
Net cash used in operating activities	(23,185)	(10,194)
Investing activities:		
Acquisition of property, plant and equipment	(21,528)	(1,314)
Acquisition of other non-current assets	(1,875)	(1,703)
Net cash used in investing activities	(23,403)	(3,017)
Financing activities:		
Proceeds from sale of Series C Convertible Preferred Stock	—	10,500
Proceeds from sale of common stock	35,000	—
Preferred stock dividends	(13)	(19)
Shares repurchased related to share-based compensation	(47)	(464)
Net cash provided by financing activities	34,940	10,017
Net decrease in cash and cash equivalents	(11,648)	(3,194)
Cash and cash equivalents – beginning of period	62,789	25,552
Cash and cash equivalents – end of period	\$ 51,141	\$ 22,358
Non-cash investing activities:		
Accounts payable for acquisition of property, plant and equipment	\$ 72	\$ 339
Accrued liabilities for acquisition of property, plant and equipment	15,826	839
Accrued liabilities for acquisition of other non-current assets	140	—
Non-cash financing activities:		
Paid-in-kind dividends on Convertible Preferred Stock	6,686	5,735
Accounts payable for equity issuance costs	—	50

The accompanying notes are an integral part of these unaudited consolidated financial statements.

NextDecade Corporation
Notes to Consolidated Financial Statements
(unaudited)

Note 1 — Background and Basis of Presentation

NextDecade Corporation engages in development activities related to the liquefaction and sale of liquefied natural gas (“LNG”) and the capture and storage of CO₂ emissions. We have focused our development activities on the Rio Grande LNG terminal facility at the Port of Brownsville in southern Texas (the “Terminal”), a carbon capture and storage project at the Terminal (the “Terminal CCS project”) and other carbon capture and storage projects (“CCS projects”) with third-party industrial source facilities.

Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for interim financial information and with Rule 10-01 of Regulation S-X. Accordingly, they do not include all the information and disclosures required by GAAP for complete financial statements and should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended December 31, 2022. In our opinion, all adjustments, consisting only of normal recurring items, which are considered necessary for a fair presentation of the unaudited consolidated financial statements, have been included. The results of operations for the three months ended March 31, 2023 are not necessarily indicative of the operating results for the full year.

Certain reclassifications have been made to conform prior period information to the current presentation. The reclassifications did not have a material effect on the Company’s financial position, results of operations or cash flows.

The Company has incurred operating losses since its inception and management expects operating losses and negative cash flows to continue for the foreseeable future and, as a result, the Company will require additional capital to fund its operations and execute its business plan. As of March 31, 2023, the Company had \$51.1 million in cash and cash equivalents, which may not be sufficient to fund the Company’s planned operations through one year after the date the consolidated financial statements are issued. Accordingly, there is substantial doubt about the Company’s ability to continue as a going concern. The analysis used to determine the Company’s ability to continue as a going concern does not include cash sources outside of the Company’s direct control that management expects to be available within the next twelve months.

The Company plans to alleviate the going concern issue by obtaining sufficient funding through additional equity, equity-based or debt instruments or any other means and managing certain operating and overhead costs. The Company’s ability to raise additional capital in the equity and debt markets, should the Company choose to do so, is dependent on a number of factors, including, but not limited to, the market demand for the Company’s equity or debt securities, which itself is subject to a number of business risks and uncertainties, as well as the uncertainty that the Company would be able to raise such additional capital at a price or on terms that are satisfactory to the Company. In the event the Company is unable to obtain sufficient additional funding, there can be no assurance that it will be able to continue as a going concern.

These consolidated financial statements have been prepared on a going concern basis and do not include any adjustments to the amounts and classification of assets and liabilities that may be necessary in the event the Company can no longer continue as a going concern.

Note 2 — Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	March 31, 2023	December 31, 2022
Prepaid subscriptions	\$ 556	\$ 423
Prepaid insurance	300	619
Prepaid marketing and sponsorships	246	—
Other	468	107
Total prepaid expenses and other current assets	<u>\$ 1,570</u>	<u>\$ 1,149</u>

Note 3 — Sale of Equity Interests in Rio Bravo

On March 2, 2020, NextDecade LLC closed the transactions (the “Closing”) contemplated by that certain Omnibus Agreement, dated February 13, 2020, with Spectra Energy Transmission II, LLC, a wholly owned subsidiary of Enbridge Inc. (“Buyer”), pursuant to which NextDecade LLC sold one hundred percent of the equity interests (the “Equity Interests”) in Rio Bravo Pipeline Company, LLC (“Rio Bravo”) to Buyer for consideration of approximately \$19.4 million. Buyer paid \$15.0 million of the Purchase Price to NextDecade LLC at the Closing and the remainder will be paid within five business days after the date that Rio Grande has received, after a final positive investment decision, the initial funding of financing for the development, construction and operation of the Terminal. Rio Bravo is developing a proposed interstate natural gas pipeline (the “Pipeline”) to supply natural gas to the Terminal. In connection with the Closing, Rio Grande LNG Gas Supply LLC, an indirect wholly-owned subsidiary of the Company (“Rio Grande Gas Supply”), entered into (i) a Precedent Agreement for Firm Natural Gas Transportation Service for the Rio Bravo Pipeline (the “RBPL Precedent Agreement”) with Rio Bravo and (ii) a Precedent Agreement for Natural Gas Transportation Service (the “VCP Precedent Agreement”) with Valley Crossing Pipeline, LLC (“VCP”). VCP and, as of the Closing, Rio Bravo are wholly owned subsidiaries of Enbridge Inc. The Valley Crossing Pipeline is owned and operated by VCP.

Pursuant to the RBPL Precedent Agreement, Rio Bravo agreed to provide Rio Grande Gas Supply with firm natural gas transportation services on the Pipeline in a quantity sufficient to match the full operational capacity of each proposed liquefaction train of the Terminal. Rio Bravo's obligation to construct, install, own, operate and maintain the Pipeline is conditioned on its receipt, no later than December 31, 2023, of notice that Rio Grande Gas Supply or its affiliate has issued a full notice to proceed to the engineering, procurement and construction contractor (the "EPC Contractor") for the construction of the Terminal. Under the RBPL Precedent Agreement, in consideration for the provision of such firm transportation services, Rio Bravo will be remunerated on a dollar-per-dekatherm, take-or-pay basis, subject to certain adjustments, over a term of at least twenty years, all in compliance with the federal and state authorizations associated with the Pipeline.

Pursuant to the VCP Precedent Agreement, VCP agreed to provide Rio Grande Gas Supply with natural gas transportation services on the Valley Crossing Pipeline in a quantity sufficient to match the commissioning requirements of each proposed liquefaction train of the Terminal. VCP's obligation to construct, install, own, operate and maintain the necessary interconnection to the Terminal and the Pipeline is conditioned on its receipt, no later than December 31, 2023, of notice that Rio Grande Gas Supply or its affiliate has issued a full notice to proceed to the EPC Contractor for the construction of the Terminal. VCP will be responsible, at its sole cost and expense, to construct, install, own, operate and maintain the tap, riser and valve facilities (the "VCP Transporter Facilities"), which shall connect to Rio Grande Gas Supply's custody transfer meter and such other facilities as necessary in order for the Terminal to receive gas from the VCP Transporter Facilities (the "Rio Grande Gas Supply Facilities"). Rio Grande Gas Supply will be responsible, at its sole cost and expense, to construct, install, own, operate and maintain the Rio Grande Gas Supply Facilities. Under the VCP Precedent Agreement, in consideration for the provision of the commissioning transportation services, VCP will be remunerated on the same dollar-per-dekatherm, take-or-pay basis as set forth in the RBPL Precedent Agreement for the duration of such commissioning services, all in compliance with the federal and state authorizations associated with the Valley Crossing Pipeline.

If Rio Grande or its affiliate fails to issue a full notice to proceed to the EPC Contractor on or prior to December 31, 2024, Buyer has the right to sell the Equity Interests back to NextDecade LLC and NextDecade LLC has the right to repurchase the Equity Interests from Buyer, in each case at a price not to exceed \$23 million. Accordingly, the proceeds from the sale of the Equity Interests and additional costs incurred by Buyer are presented as a non-current liability and the assets of Rio Bravo have not been de-recognized in the consolidated balance sheet at March 31, 2023.

Note 4 — Property, Plant and Equipment

Property, plant and equipment consisted of the following (in thousands):

	March 31, 2023	December 31, 2022
Fixed Assets		
Computers	\$ 778	\$ 780
Furniture, fixtures, and equipment	610	610
Leasehold improvements	101	101
Total fixed assets	1,489	1,491
Less: accumulated depreciation	(1,044)	(1,006)
Total fixed assets, net	445	485
Project Assets (not placed in service)		
Terminal	222,408	197,144
Pipeline	21,017	21,017
Total Terminal and Pipeline assets	243,425	218,161
Total property, plant and equipment, net	\$ 243,870	\$ 218,646

Depreciation expense was \$38 thousand and \$47 thousand for the three months ended March 31, 2023 and 2022, respectively.

Note 5 — Leases

Our leased assets consist of office space.

Operating lease right-of-use assets are as follows (in thousands):

	March 31, 2023	December 31, 2022
Office leases	\$ 1,216	\$ 1,474
Total operating lease right-of-use assets, net	\$ 1,216	\$ 1,474

Operating lease liabilities are as follows (in thousands):

	March 31, 2023	December 31, 2022
Office leases	\$ 873	\$ 1,093
Total current lease liabilities	\$ 873	\$ 1,093
Non-current office leases	395	465
Total lease liabilities	\$ 1,268	\$ 1,558

Operating lease expense is as follows (in thousands):

	Three Months Ended March 31,	
	2023	2022
Office leases	\$ 309	\$ 157
Total operating lease expense	309	157
Short-term lease expense	28	62
Total lease expense	<u>\$ 337</u>	<u>\$ 219</u>

Maturity of operating lease liabilities as of March 31, 2023 are as follows (in thousands, except lease term and discount rate):

2023 (remaining)	\$ 980
2024	275
2025	252
2026	—
2027	—
Thereafter	—
Total undiscounted lease payments	1,507
Discount to present value	(239)
Present value of lease liabilities	<u>\$ 1,268</u>
Weighted average remaining lease term - years	2.0
Weighted average discount rate - percent	12.0

Other information related to our operating leases is as follows (in thousands):

	Three Months Ended March 31,	
	2023	2022
Cash paid for amounts included in the measurement of operating lease liabilities:		
Cash flows from operating activities	\$ 290	\$ 173

Note 6 — Other Non-Current Assets

Other non-current assets consisted of the following (in thousands):

	March 31, 2023	December 31, 2022
Permitting costs ⁽¹⁾	\$ 8,680	\$ 8,540
Rio Grande Site Lease initial direct costs	21,243	19,647
Deposits and other	185	185
Total other non-current assets, net	<u>\$ 30,108</u>	<u>\$ 28,372</u>

(1) Permitting costs primarily represent costs incurred in connection with permit applications to the United States Army Corps of Engineers and the U.S. Fish and Wildlife Service for mitigation measures for potential impacts to wetlands and habitat that may be caused by the construction of the Terminal and the Pipeline.

Note 7 — Accrued Liabilities and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	March 31, 2023	December 31, 2022
Employee compensation expense	\$ 2,410	\$ 6,650
Terminal costs	15,826	12,046
Permitting costs	140	279
Accrued legal services	9,284	3,124
Share-based compensation liability	182	182
Other accrued liabilities	819	903
Total accrued liabilities and other current liabilities	<u>\$ 28,661</u>	<u>\$ 23,184</u>

Note 8 – Preferred Stock and Common Stock Warrants

Preferred Stock

As of December 31, 2022, the Company had outstanding 82,948 shares of Series A Convertible Preferred Stock, par value \$0.0001 per share (the “Series A Preferred Stock”), 79,239 shares of Series B Convertible Preferred Stock, par value \$0.0001 per share (the “Series B Preferred Stock”) and 59,366 shares of Series C Convertible Preferred Stock, par value \$0.0001 per share (the “Series C Preferred Stock” and, together with the Series A Preferred Stock and the Series B Preferred Stock, the “Convertible Preferred Stock”).

The shares of Convertible Preferred Stock bear dividends at a rate of 12% per annum, which are cumulative and accrue daily from the respective dates of issuance on the \$1,000 stated value per share. Such dividends are payable quarterly and may be paid in cash or in-kind. During the three months ended March 31, 2023 and 2022, the Company paid-in-kind \$6.7 million and \$5.7 million of dividends, respectively, to the holders of the Convertible Preferred Stock. On April 12, 2023, the Company declared dividends to the holders of the Convertible Preferred Stock as of the close of business on March 15, 2023. On April 17, 2023, the Company paid-in-kind \$6.7 million of dividends to the holders of the Convertible Preferred Stock.

As of March 31, 2023, shares of Series A Preferred Stock and Series B Preferred Stock were convertible into shares of Company common stock at a conversion price of approximately \$5.27 per share and \$5.32 per share, respectively, and shares of Series C Preferred Stock were convertible into shares of Company common stock at a weighted average conversion price of approximately \$2.87 per share.

The Company has the option to convert all, but not less than all, of the Convertible Preferred Stock into shares of Company common stock at the applicable conversion price on any date on which the volume weighted average trading price of shares of Company common stock for each trading day during any 60 of the prior 90 trading days is equal to or greater than 175% of the Series B Conversion Price, in each case subject to certain terms and conditions. Furthermore, the Company must convert all of the Convertible Preferred Stock into shares of Company common stock at the applicable conversion price on the earlier of (i) ten (10) business days following an FID Event, as defined in the certificates of designations of the Convertible Preferred Stock, and (ii) the respective dates that are the tenth (10th) anniversaries of the closings of the issuances of the Convertible Preferred Stock, as applicable.

Common Stock Warrants

The Company issued warrants exercisable to purchase Company common stock in connection with its issuances of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock (collectively, the “Common Stock Warrants”). The Company revalues the Common Stock Warrants at each balance sheet date and recognized losses of \$0.4 million and \$6.3 million during the three months ended March 31, 2023 and 2022, respectively. The Common Stock Warrant liabilities are included in Level 3 of the fair value hierarchy.

The assumptions used in the Monte Carlo simulation model to estimate the fair value of the Common Stock Warrants are as follows:

	March 31, 2023	December 31, 2022
Stock price	\$ 4.97	\$ 4.94
Exercise price	\$ 0.01	\$ 0.01
Risk-free rate	4.1%	4.6%
Volatility	48.3%	52.5%
Term (years)	1.2	1.5

Note 9 — Stockholders' Equity

Common Stock Purchase Agreement

On February 3, 2023, the Company entered into a common stock purchase agreement (the “Stock Purchase Agreement”) for a private placement (the “Private Placement”) with HGC NEXT INV LLC and Ninteenth Investment Company LLC (the “Purchasers”), pursuant to which the Company sold an aggregate of 5,835,277 shares of the Company’s common stock at a purchase price of \$5.998 per share, representing the average closing trading price of the Common Stock for the five trading days immediately preceding signing the Stock Purchase Agreement, for an aggregate purchase price of \$35.0 million.

Note 10 — Net Loss Per Share

The following table (in thousands, except for loss per share) reconciles basic and diluted weighted average common shares outstanding for each of the three months ended March 31, 2023 and 2022:

	Three Months Ended March 31,	
	2023	2022
Weighted average common shares outstanding:		
Basic	146,931	121,328
Dilutive unvested stock, convertible preferred stock, Common Stock Warrants and IPO Warrants	—	—
Diluted	146,931	121,328
Basic and diluted net loss per share attributable to common stockholders	\$ (0.23)	\$ (0.14)

Potentially dilutive securities not included in the diluted net loss per share computations because their effect would have been anti-dilutive were as follows (in thousands):

	Three Months Ended March 31,	
	2023	2022
Unvested stock and stock units (1)	2,053	1,347
Convertible preferred stock	52,622	37,671
Common Stock Warrants	1,380	1,452
IPO Warrants (2)	—	12,082
Total potentially dilutive common shares	56,055	52,552

(1) Includes the impact of unvested shares containing performance conditions to the extent that the underlying performance conditions are satisfied based on actual results as of the respective dates.

(2) The IPO Warrants were issued in connection with our initial public offering in 2015 and expired on July 24, 2022.

Note 11 — Share-based Compensation

We have granted shares of Company common stock, restricted Company common stock and restricted stock units to employees, consultants and non-employee directors under our 2017 Omnibus Incentive Plan, as amended (the “2017 Plan”).

Total share-based compensation consisted of the following (in thousands):

	Three Months Ended March 31,	
	2023	2022
Share-based compensation expense (forfeiture):		
Equity awards	\$ 1,559	\$ (2,372)
Liability awards	—	—
Total share-based compensation (forfeiture)	1,559	(2,372)
Capitalized share-based compensation	—	—
Total share-based compensation expense (forfeiture)	\$ 1,559	\$ (2,372)

Note 12 — Income Taxes

Due to our cumulative loss position, we have established a full valuation allowance against our deferred tax assets at March 31, 2023 and December 31, 2022. Due to our full valuation allowance, we have not recorded a provision for federal or state income taxes during either of the three months ended March 31, 2023 or 2022.

Note 13 — Commitments and Contingencies
Obligation under LNG Sale and Purchase Agreement

In March 2019, we entered into a 20-year sale and purchase agreement (the “SPA”) with Shell NA LNG LLC (“Shell”) for the supply of approximately two million tonnes per annum of liquefied natural gas from the Terminal. Pursuant to the SPA, Shell will purchase LNG on a free-on-board (“FOB”) basis starting from the date the first liquefaction train of the Terminal that is commercially operable, with approximately three-quarters of the purchased LNG volume indexed to Brent and the remaining volume indexed to domestic United States gas indices, including Henry Hub.

In the first quarter of 2020, pursuant to the terms of the SPA, the SPA became effective upon the conditions precedent in the SPA being satisfied or waived. The SPA obligates Rio Grande to deliver the contracted volumes of LNG to Shell at the FOB delivery point, subject to the first liquefaction train at the Terminal being commercially operable.

Other Commitments

On March 6, 2019, Rio Grande entered into a lease agreement (the “Rio Grande Site Lease”) with the Brownsville Navigation District of Cameron County, Texas (“BND”) for the lease by Rio Grande of approximately 984 acres of land situated in Brownsville, Cameron County, Texas for the purposes of constructing, operating, and maintaining (i) a liquefied natural gas facility and export terminal and (ii) gas treatment and gas pipeline facilities. On April 20, 2022, Rio Grande and the BND amended the Rio Grande Site Lease (the “Rio Grande Site Lease Amendment”) to extend the effective date for commencing the Rio Grande Site Lease to May 6, 2023 (the “Effective Date”). The Rio Grande Site Lease Amendment further provides that Rio Grande has the right, exercisable in its sole discretion, to extend the effective date for commencing the Rio Grande Site Lease to May 6, 2024, by providing the BND with written notice of its election no later than May 6, 2023. Rio Grande delivered such written notice on April 24, 2023.

In connection with the Rio Grande Site Lease Amendment, Rio Grande is committed to pay approximately \$1.6 million per quarter to the BND through the earlier of the Effective Date and lease commencement.

Legal Proceedings

From time to time the Company may be subject to various claims and legal actions that arise in the ordinary course of business. As of March 31, 2023, management is not aware of any claims or legal actions that, separately or in the aggregate, are likely to have a material adverse effect on the Company’s financial position, results of operations or cash flows, although the Company cannot guarantee that a material adverse effect will not occur.

Note 14 — Recent Accounting Pronouncements

The following table provides a brief description of recent accounting standards that have been adopted by the Company during the reporting period:

Standard	Description	Date of Adoption	Effect on our Consolidated Financial Statements or Other Significant Matters
ASU 2020-06, Debt - Debt with Conversion and Other Options (<i>Subtopic 470-20</i>) and Derivatives and Hedging - Contracts in Entity's Own Equity (<i>Subtopic 815-40</i>): Accounting for Convertible Instruments and Contracts in Entity's Own Equity	This standard simplifies the accounting for convertible instruments primarily by eliminating the existing cash conversion and beneficial conversion models within Subtopic 470-20, which will result in fewer embedded conversion options being accounted for separately from the host. This standard also amends and simplifies the calculation of earnings per share relating to convertible instruments.	January 1, 2022	The Company adopted this standard using the modified retrospective approach, which did not have an effect on the Company's consolidated financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Forward-Looking Statements

This Quarterly Report on Form 10-Q includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical fact contained in this Quarterly Report on Form 10-Q, including statements regarding our future results of operations and financial position, strategy and plans, and our expectations for future operations, are forward-looking statements. The words "anticipate," "contemplate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "might," "will," "would," "could," "should," "can have," "likely," "continue," "design" and other words and terms of similar expressions, are intended to identify forward-looking statements.

We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe may affect our financial condition, results of operations, strategy, short-term and long-term business operations and objectives and financial needs.

Although we believe that the expectations reflected in our forward-looking statements are reasonable, actual results could differ from those expressed in our forward-looking statements. Our future financial position and results of operations, as well as any forward-looking statements are subject to change and inherent risks and uncertainties, including those described in the section titled "Risk Factors" in our most recent Annual Report on Form 10-K. You should consider our forward-looking statements in light of a number of factors that may cause actual results to vary from our forward-looking statements including, but not limited to:

- our progress in the development of our liquefied natural gas ("LNG") liquefaction and export project and any carbon capture and storage projects ("CCS projects") we may develop and the timing of that progress;
- the timing of achieving a final investment decision ("FID") in the construction and operation of a 27 million tonne per annum ("mtpa") LNG export facility at the Port of Brownsville in southern Texas (the "Terminal");
- our reliance on third-party contractors to successfully complete the Terminal, the pipeline to supply gas to the Terminal and any CCS projects we develop;
- our ability to develop our NEXT Carbon Solutions business through implementation of our CCS projects;
- our ability to secure additional debt and equity financing in the future to complete the Terminal and other CCS projects on commercially acceptable terms and to continue as a going concern;
- the accuracy of estimated costs for the Terminal and CCS projects;
- our ability to achieve operational characteristics of the Terminal and CCS projects, when completed, including amounts of liquefaction capacities and amount of CO₂ captured and stored, and any differences in such operational characteristics from our expectations;
- the development risks, operational hazards and regulatory approvals applicable to our LNG and carbon capture and storage development, construction and operation activities and those of our third-party contractors and counterparties;
- technological innovation which may lessen our anticipated competitive advantage or demand for our offerings;
- the global demand for and price of LNG;
- the availability of LNG vessels worldwide;
- changes in legislation and regulations relating to the LNG and carbon capture industries, including environmental laws and regulations that impose significant compliance costs and liabilities;
- scope of implementation of carbon pricing regimes aimed at reducing greenhouse gas emissions;
- global development and maturation of emissions reduction credit markets;
- adverse changes to existing or proposed carbon tax incentive regimes;
- global pandemics, including the 2019 novel coronavirus ("COVID-19") pandemic, the Russia-Ukraine conflict, other sources of volatility in the energy markets and their impact on our business and operating results, including any disruptions in our operations or development of the Terminal and the health and safety of our employees, and on our customers, the global economy and the demand for LNG or carbon capture;
- risks related to doing business in and having counterparties in foreign countries;
- our ability to maintain the listing of our securities on the Nasdaq Capital Market or another securities exchange or quotation medium;
- changes adversely affecting the businesses in which we are engaged;
- management of growth;
- general economic conditions, including inflation and rising interest rates;
- our ability to generate cash; and

- the result of future financing efforts and applications for customary tax incentives.

Should one or more of the foregoing risks or uncertainties materialize in a way that negatively impacts us, or should the underlying assumptions prove incorrect, our actual results may vary materially from those anticipated in our forward-looking statements, and our business, financial condition, and results of operations could be materially and adversely affected.

The forward-looking statements contained in this Quarterly Report on Form 10-Q are made as of the date of this Quarterly Report on Form 10-Q. You should not rely upon forward-looking statements as predictions of future events. In addition, neither we nor any other person assumes responsibility for the accuracy and completeness of any of these forward-looking statements.

Except as required by applicable law, we do not undertake any obligation to publicly correct or update any forward-looking statements. All forward-looking statements attributable to us are expressly qualified in their entirety by these cautionary statements as well as others made in our most recent Annual Report on Form 10-K as well as other filings we have made and will make with the Securities and Exchange Commission (the “SEC”) and our public communications. You should evaluate all forward-looking statements made by us in the context of these risks and uncertainties.

Overview

NextDecade Corporation engages in development activities related to the liquefaction and sale of LNG and the capture and storage of CO₂ emissions. We have undertaken and continue to undertake various initiatives to evaluate, design and engineer the Terminal, including the Terminal CCS project, that we expect will result in demand for LNG supply at the Terminal, and other CCS projects that would be hosted at industrial source facilities.

Unless the context requires otherwise, references to “NextDecade,” “the Company,” “we,” “us,” and “our” refer to NextDecade Corporation and its consolidated subsidiaries.

Recent Developments

Rio Grande Development Activity

LNG Sale and Purchase Agreements

In January 2023, we entered into a 15-year sale and purchase agreement with Itochu Corporation (“Itochu”) for the supply of 1.0 mtpa of LNG indexed to Henry Hub delivered on a free-on-board basis from the Terminal.

As of May 5, 2023, our portfolio of LNG sales and purchase agreements (“SPAs”) was as follows:

Customer	Volume (mtpa)	Tenor (years)	Delivery Model
Shell NA LNG LLC (“Shell”)	2.0	20	FOB
ENN LNG Singapore Pte Ltd.	2.0	20	FOB
ENGIE S.A.	1.75	15	FOB
China Gas Hongda Energy Trading Co., LTD	1.0	20	FOB
Guangdong Energy Group	1.0	20	Ex Ship
Exxon Mobil LNG Asia Pacific	1.0	20	FOB
Galp Trading S.A.	1.0	20	FOB
Itochu	1.0	15	FOB
Total	10.75	18.7 years weighted average	

In the first quarter of 2020, the SPA with Shell became effective upon the conditions precedent in such SPA being satisfied or waived. The SPA obligates Rio Grande to deliver the contracted volumes of LNG to Shell at the FOB delivery point, subject to the first liquefaction train at the Terminal becoming commercially operable.

Each of our other SPAs becomes effective upon the satisfaction of certain conditions precedent, which include a positive final investment decision on the initial phase of the Terminal.

Federal Energy Regulatory Commission (“FERC”) Update

On April 21, 2023, the FERC issued the order on remand (the “Remand Order”) reaffirming the order issued by FERC on November 22, 2019, authorizing the siting, construction and operation of the Rio Grande LNG Terminal (the “Order”). The Remand Order reaffirmed that the Rio Grande LNG Terminal is not inconsistent with the public interest under the Natural Gas Act section 3.

The Remand Order was issued as a result of the decision of the U.S. Court of Appeals for the District of Columbia dated August 3, 2021, which denied all petitions filed by parties who filed requests for re-hearing of the Order, except for two technical issues dealing with environmental justice and GHG emissions, which were remanded to the FERC for further consideration.

Rio Grande Site Lease

On March 6, 2019, Rio Grande entered into a lease agreement (the “Rio Grande Site Lease”) with the Brownsville Navigation District of Cameron County, Texas (the “BND”) for the lease by Rio Grande of approximately 984 acres of land situated in Brownsville, Cameron County, Texas for the purposes of constructing, operating, and maintaining (i) a liquefied natural gas facility and export terminal and (ii) gas treatment and gas pipeline facilities.

On April 20, 2022, Rio Grande and the BND amended the Rio Grande Site Lease (the “Rio Grande Site Lease Amendment”) to extend the effective date for commencing the Rio Grande Site Lease to May 6, 2023. The Rio Grande Site Lease Amendment further provides that Rio Grande has the right, exercisable in its sole discretion, to extend the effective date for commencing the Rio Grande Site Lease to May 6, 2024 by providing the BND with written notice of its election no later than May 6, 2023. Rio Grande delivered such written notice on April 24, 2023.

Engineering, Procurement and Construction (“EPC”) Agreements

On March 15, 2023, Rio Grande amended its EPC agreements with Bechtel Energy, Inc. for the construction of the first three trains of the Terminal to extend the price validity under such agreements to June 15, 2023.

NEXT Carbon Solutions Development Activity

Front-end Engineering and Design (“FEED”) Agreement

In May 2022, we entered into an agreement with California Resources Corporation, whereby NEXT Carbon Solutions will perform a FEED study for the post combustion capture and compression of up to 95% of the CO₂ produced at the Elk Hills Power Plant. The FEED study was successfully completed in the first quarter of 2023. NEXT Carbon Solutions and California Resources Corporation continue to review the FEED results and are engaging in commercial discussions to progress the project.

Financing Activity

Private Placement of Company Common Stock

In February 2023, we sold 5,835,277 shares of Company common stock for gross proceeds of \$35 million to HGC NEXT INV LLC and Ninteenth Investment Company, as described in [Note 9 - Stockholders' Equity](#) in the Notes to Consolidated Financial Statements.

Liquidity and Capital Resources

Near Term Liquidity and Capital Resources

Our consolidated financial statements as of and for the three months ended March 31, 2023 have been prepared on the basis that we will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. Based on our balance of cash and cash equivalents of \$51.1 million at March 31, 2023, there is substantial doubt about our ability to continue as a going concern within one year after the date that our consolidated financial statements were issued. Our ability to continue as a going concern will depend on managing certain operating and overhead costs and our ability to raise capital through equity, equity-based or debt financings. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty, which could have a material adverse effect on our financial condition.

We expect to spend approximately \$15 million per month on development activities during 2023 and until a positive FID is made on the initial phase of the Terminal. Because our businesses and assets are in development, we have not historically generated significant cash flow from operations, nor do we expect to do so until the Terminal is operational or until we install CCS systems on third-party industrial facilities. We intend to fund development activities for the foreseeable future with cash and cash equivalents on hand and through the sale of additional equity, equity-based or debt securities in us or in our subsidiaries. There can be no assurance that we will succeed in selling equity or equity-based securities or, if successful, that the capital we raise will not be expensive or dilutive to stockholders.

Our primary cash needs have historically been funding development activities in support of the Terminal and our CCS projects, which include payments of initial direct costs of our Rio Grande site lease and expenses in support of engineering and design activities, regulatory approvals and compliance, commercial and marketing activities and corporate overhead. We spent approximately \$46.6 million on such development activities during the three months ended March 31, 2023, which we funded through our cash on hand and proceeds from the issuances of equity and equity-based securities. Our capital raising activities since January 1, 2022 have included the following:

In March 2022, we sold 10,500 shares of Series C Preferred Stock at \$1,000 per share together with associated warrants to purchase Company common stock for a purchase price of \$10.5 million and issued an additional 210 shares of Series C Preferred Stock as origination fees.

In April 2022, we sold 4,618,226 shares of Company common stock for approximately \$30 million.

In September 2022, we sold 15,454,160 shares of Company common stock for approximately \$85 million.

In February 2023, we sold 5,835,277 shares of Company common stock for \$35 million.

Long Term Liquidity and Capital Resources

The Terminal will not begin to operate and generate significant cash flows unless and until the Terminal is operational, which is expected to be at least four years away, and the construction of the Terminal will require a significant amount of capital expenditure. CCS projects will similarly take an extended period of time to develop, construct and become operational and will require significant capital deployment. We currently expect that the long-term capital requirements for the Terminal and any CCS projects will be financed predominately through project financing and proceeds from future debt, equity-based, and equity offerings by us or our subsidiaries, and that construction of the Terminal or any CCS projects would not begin until such financing has been obtained. As a result, our business success will depend, to a significant extent, upon our ability to obtain the funding necessary to construct the Terminal and any CCS projects, to bring them into operation on a commercially viable basis and to finance our staffing, operating and expansion costs during that process. There can be no assurance that we will succeed in securing additional debt and/or equity financing in the future to complete the Terminal or any CCS projects or, if successful, that the capital we raise will not be expensive or dilutive to stockholders. Additionally, if these types of financing are not available, we will be required to seek alternative sources of financing, which may not be available on terms acceptable to us, if at all.

Sources and Uses of Cash

The following table summarizes the sources and uses of our cash for the periods presented (in thousands):

	Three Months Ended March 31,	
	2023	2022
Operating cash flows	\$ (23,185)	\$ (10,194)
Investing cash flows	(23,403)	(3,017)
Financing cash flows	34,940	10,017
Net decrease in cash and cash equivalents	(11,648)	(3,194)
Cash and cash equivalents – beginning of period	62,789	25,552
Cash and cash equivalents – end of period	<u>\$ 51,141</u>	<u>\$ 22,358</u>

Operating Cash Flows

Operating cash outflows during the three months ended March 31, 2023 and 2022 were \$23.2 million and \$10.2 million, respectively. The increase in operating cash outflows during the three months ended March 31, 2023 compared to the three months ended March 31, 2022 was primarily due to an increase in employee costs and professional fees paid to consultants as we prepare for a positive FID in the initial phase of the Terminal.

Investing Cash Flows

Investing cash outflows during the three months ended March 31, 2023 and 2022 were \$23.4 million and \$3.0 million, respectively. Investing cash outflows primarily consist of cash used in the development of the Terminal. The increase in investing cash outflows during the three months ended March 31, 2023 compared to the same period in 2022 was primarily due to increased spend with Bechtel. During the third quarter of 2022, we issued a limited

notice to proceed to Bechtel to begin ramping up its personnel and initiate site preparation work; as a result, investing cash outflows increased relative to the quarterly investing cash outflows during the three months ended March 31, 2022.

Financing Cash Flows

Financing cash inflows during the three months ended March 31, 2023 and 2022 were \$34.9 million and \$10.0 million, respectively, primarily representing proceeds from the sale of common stock in 2023 and primarily representing proceeds from the sale of Series C Preferred Stock in 2022.

Contractual Obligations

There have been no material changes to our contractual obligations from those disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Results of Operations

The following table summarizes costs, expenses and other income for the periods indicated (in thousands):

	For the Three Months Ended March 31,		
	2023	2022	Change
Revenues	\$ —	\$ —	\$ —
General and administrative expense	26,271	3,323	22,948
Development expense, net	464	1,545	(1,081)
Lease expense	337	219	118
Depreciation expense	38	47	(9)
Total operating loss	(27,110)	(5,134)	(21,976)
Loss on common stock warrant liabilities	(367)	(6,304)	5,937
Other, net	130	1	129
Net loss attributable to NextDecade Corporation	(27,347)	(11,437)	(15,910)
Preferred stock dividends	(6,700)	(5,754)	(947)
Net loss attributable to common stockholders	\$ (34,047)	\$ (17,191)	\$ (16,857)

Net loss attributable to common stockholders was \$34.0 million, or \$0.23 per common share (basic and diluted), for the three months ended March 31, 2023 compared to a net loss of \$17.2 million, or \$0.14 per common share (basic and diluted), for the three months ended March 31, 2022. The \$16.9 million increase in net loss was primarily a result of increases in general and administrative expense and preferred stock dividends, partially offset by decreases in loss on common stock warrant liabilities and development expense, net.

General and administrative expense during the three months ended March 31, 2023 increased approximately \$22.9 million compared to the same period in 2022 primarily due to an increase in professional fees, employee costs and share-based compensation expense. The primary driver of the increase in share-based compensation expense between periods of \$3.9 million was the forfeitures of awards previously granted to certain employees who departed the Company during the prior year period. The increase in professional fees and employee costs is due to an increase in the average number of employees during the three months ended March 31, 2023 compared to the same period of the prior year as we prepare for a positive FID in the initial phase of the Terminal.

Development expense, net during the three months ended March 31, 2023 and 2022 were \$0.5 million and \$1.5 million, respectively. NEXT Carbon Solutions' preliminary FEED and FEED studies performed on third-party industrial facilities were primarily completed in 2022 and 2021. During the three months ended March 31, 2023, Next Carbon Solutions was primarily focused on completing the FEED study for the Elk Hills Power Plant.

Loss on common stock warrant liabilities for the three months ended March 31, 2023 is primarily due to a decrease in the conversion price of Convertible Preferred Stock and the loss for the three months ended March 31, 2022 is primarily due to an increase in the share price of Company common stock.

Preferred stock dividends for the three months ended March 31, 2023 of \$6.7 million consisted of dividends paid-in kind with the issuance of 2,506 additional shares of Series A Convertible Preferred Stock, par value \$0.0001 per share (the "Series A Preferred Stock"), 2,390 additional shares of Series B Convertible Preferred Stock, par value \$0.0001 per share (the "Series B Preferred Stock"), and 1,790 additional shares of Series C Preferred Stock, compared to preferred stock dividends of \$5.8 million for the three months ended March 31, 2022 that consisted of dividends paid-in kind with the issuance of 2,225, 2,123 and 1,387 additional shares of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock, respectively.

Summary of Critical Accounting Estimates

The preparation of our Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make certain estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and the accompanying notes. There have been no significant changes to our critical accounting estimates from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Not applicable.

Item 4. Controls and Procedures

We maintain a set of disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports filed by us under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. As of the end of the period covered by this report, we evaluated, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 of the Exchange Act. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that, as of March 31, 2023, our disclosure controls and procedures were effective.

During the most recent fiscal quarter, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION**Item 1. Legal Proceedings**

None.

Item 1A. Risk Factors

There were no material changes to the risk factors previously disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**Purchases of Equity Securities by the Issuer**

The following table summarizes stock repurchases for the three months ended March 31, 2023:

Period	Total Number of Shares Purchased (1)	Average Price Paid Per Share (2)	Total Number of Shares Purchased as a Part of Publicly Announced Plans	Maximum Number of Shares That May Yet Be Purchased Under the Plans
January 2023	2,768	\$ 4.73	—	—
February 2023	3,146	6.73	—	—
March 2023	2,963	4.37	—	—

(1) Represents shares of Company common stock surrendered to us by participants in the 2017 Plan to settle the participants' personal tax liabilities that resulted from the lapsing of restrictions on awards made to the participants under the 2017 Plan.

(2) The price paid per share of Company common stock was based on the closing trading price of such stock on the dates on which we repurchased shares of Company common stock from the participants under the 2017 Plan.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Description
3.1	Second Amended and Restated Certificate of Incorporation of NextDecade Corporation, dated July 24, 2017(Incorporated by reference to Exhibit 3.1 of the Registrant’s Current Report on Form 8-K, filed July 28, 2017).
3.2	Amended and Restated Bylaws of NextDecade Corporation, as amended March 3, 2021(Incorporated by reference to Exhibit 4.2 of the Registrant’s Registration Statement on Form S-1 filed June 24, 2022).
3.3	Certificate of Designations of Series A Convertible Preferred Stock, dated August 9, 2018 (Incorporated by reference to Exhibit 4.3 of the Registrant’s Registration Statement on Form S-3, filed December 20, 2018).
3.4	Certificate of Designations of Series B Convertible Preferred Stock, dated September 28, 2018 (Incorporated by reference to Exhibit 3.4 of the Registrant’s Quarterly Report on Form 10-Q, filed November 9, 2018).
3.5	Certificate of Designations of Series C Convertible Preferred Stock, dated March 17, 2021 (Incorporated by reference to Exhibit 3.1 of the Registrant’s Current Report on Form 8-K, filed March 18, 2021).
3.6	Certificate of Amendment to Certificate of Designations of Series A Convertible Preferred Stock, dated July 12, 2019 (Incorporated by reference to Exhibit 3.1 of the Registrant’s Current Report on Form 8-K, filed July 15, 2019).
3.7	Certificate of Amendment to Certificate of Designations of Series B Convertible Preferred Stock, dated July 12, 2019 (Incorporated by reference to Exhibit 3.2 of the Registrant’s Current Report on Form 8-K, filed July 15, 2019).
3.8	Certificate of Increase to Certificate of Designations of Series A Convertible Preferred Stock of NextDecade Corporation, dated July 15, 2019 (Incorporated by reference to Exhibit 3.7 of the Registrant’s Quarterly Report on Form 10-Q, filed August 6, 2019).
3.9	Certificate of Increase to Certificate of Designations of Series B Convertible Preferred Stock of NextDecade Corporation, dated July 15, 2019 (Incorporated by reference to Exhibit 3.8 of the Registrant’s Quarterly Report on Form 10-Q, filed August 6, 2019).
10.1*+	First Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement, and Construction of Trains 1 and 2 of the Rio Grande Natural Gas Liquefaction Facility.
10.2*+	First Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement, and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility.
10.3*+	Second Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement, and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility.
10.4*	Second Amendment to the Precedent Agreement for Firm Natural Gas Transportation Service for the Rio Bravo Pipeline.
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document (the Instance Document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

** Furnished herewith.

+ Certain portions of this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

NEXTDECADE CORPORATION

Date: May 11, 2023

By: /s/ Matthew K. Schatzman
Matthew K. Schatzman
Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

Date: May 11, 2023

By: /s/ Brent E. Wahl
Brent E. Wahl
Chief Financial Officer
(Principal Financial Officer)

CERTAIN INFORMATION OF THIS DOCUMENT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. INFORMATION THAT WAS OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[***].”

FIRST AMENDMENT TO THE AMENDED AND RESTATED FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAINS 1 AND 2 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY

This First Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Trains 1 and 2 of the Rio Grande Natural Gas Liquefaction Facility (this “**Amendment**”) is made and executed as of the 15th day of March, 2023 (the “**Amendment Effective Date**”) by and between Rio Grande LNG, LLC, a limited liability company organized under the laws of Texas (“**Owner**”), and Bechtel Energy Inc. a corporation organized under the laws of Delaware (“**Contractor**”) each sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

Whereas, Owner and Contractor entered into that certain Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Trains 1 and 2 of the Rio Grande Natural Gas Liquefaction Facility dated September 14, 2022 (“**Agreement**”).

Whereas, Owner and Contractor wish to amend certain provisions of the Agreement on the terms set forth herein.

AMENDMENT

Now, Therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Agreement.
2. Amendments:
 - a. On or prior to March 15, 2023, Owner shall issue LNTP No. 9 in the form of Schedule 1 hereto.
 - b. Section 5.2.E.1 shall be deleted and replaced with the following:

“Owner may issue NTP after the Initial NTP Deadline but on or before June 15, 2023 (the “**Second NTP Deadline**”), provided that the Parties shall first enter into a mutually agreed Change Order adjusting the Contract Price (including the pricing of any Additional Work Options elected by Owner) and/or the Guaranteed Substantial Completion Dates, as applicable, based on Contractor’s proposal validation as described in this Section 5.2.E.1. Contractor shall validate and adjust the Contract Price (including the pricing of any Additional Work Options elected by Owner) and/or the Guaranteed Substantial Completion Dates as a result of issuance of NTP after the Initial NTP Deadline, *provided that* Contractor shall not be entitled to an adjustment to the Contract Price for any (i) changes in design, quantities or Equipment (unless Owner directs such changes in design, quantities or Equipment through a Change Order) or (ii) errors or omissions of Contractor (other than errors or omissions in Contractor’s assumptions related to a change in market conditions during such timeframe). If there is an adjustment to the Guaranteed Substantial Completion Dates, Contractor shall provide an objective analysis and transparent explanation as to the adjustment.

- c. Contractor will prepare its updated proposal as outlined in Section 2b above, and the difference between such updated proposal and the Contract Price as of December 15, 2022, which difference will be no less than \$[***], shall be the change in Contract Price.”
- d. Section 7.9 shall be deleted and replaced with the following:

“**Currency**. All amounts contained herein are in and shall be paid in U.S. Dollars. Included in the Contract Price are the following amounts in U.S. Dollars based upon the following foreign (non- U.S. Dollar) currencies at the following exchange rates to the U.S. Dollar:

Foreign Currency	Value of Foreign Currency	Initial Exchange Rate	Initial Equivalent U.S. Dollar Value
Euro	€ 421,000,000	[***] U.S. \$ to Euro	U.S. \$ [***]

On a date that is two (2) Business Days after Owner’s issuance of NTP, the Contract Price shall be subject to an upward or downward adjustment by Change Order to account for changes in the exchange rate from the Initial Exchange Rate to the exchange rate at such date, and such adjusted Contract Price shall be stated in U.S. Dollars.

The adjustment to the Contract Price for each foreign currency will be determined as follows:

- (a) the equivalent U.S. Dollar value on the date that is two (2) Business Days after Owner’s issuance of NTP

(determined by multiplying the value of foreign currency listed above by the exchange rate quoted by Bloomberg FX Fixings rate for such foreign currency as of 9:00am NY time on the next banking day following the date that is two (2) Business Days after Owner’s issuance of NTP)

minus

(b) the initial equivalent U.S. Dollar value listed in the table above for such foreign currency.

The Contract Price adjustment shall be the sum of the adjustments for each currency and shall be stated in U.S. Dollars. After such date that is two (2) Business Days after Owner's issuance of NTP, Contractor assumes all risk relating to fluctuation of any foreign currency."

e. The first 2 paragraphs of Section 2 of Attachment LL of the Agreement shall be deleted and substituted with the following:

"Each High Value Order has an Original Combined HVO Quote that contains the Original HVO Quote and Original HVO Schedule on which the Contract Price and Key Dates are based.

Upon Owner's written request between [***] and NTP (or after NTP, but no later than [***] Days or such other mutually agreed time period before Contractor needs to subcontract with a HVO Subcontractor to maintain Contractor's schedule), Contractor shall require Updated Combined HVO Quotes from each of the Category A, B and C HVO Subcontractors requested by Owner (other than Capital Spare Parts). Contractor shall receive such Updated HVO Quotes from each such HVO Subcontractor and submit such Updated Combined HVO Quotes to Owner (which shall include the information required below) no later than [***] Days after Owner's written request. Contractor shall ensure that such Updated Combined HVO Quotes has a price (Updated HVO Quote) and schedule (Updated HVO Schedule) that is fixed and valid for the period commencing upon [***] Days after such written request and ending no earlier than [***] Days after such written request. If Owner issues NTP at any time during such validity period, Contractor shall not be entitled to any further changes to the Contract Price or Key Dates for the HVOs that are the subject of Owner's written request (but for the avoidance of doubt, excluding any changes made by Owner via a Change Order). Notwithstanding the foregoing, Contractor shall endeavor that the Category C ABB Subcontractors Updated Combined HVO Quote is binding and valid for the period commencing upon [***] Days after Owner's written request and ending no earlier than [***] Days after such Owner's written request, but at a minimum such validity period shall commence upon [***] Days after such Owner's request and end no earlier than [***] Days after such Owner's written request. It is the intent of the Parties that Owner will make only one such request to Contractor, with the intent of Owner to time such request so that NTP is issued during the validity period of the Updated Combined HVO Quotes; however, the Parties recognize that additional requests may need to be made by Owner if it miscalculates the anticipated timing of NTP or Owner decides to defer firming up a particular High Value Order (but in all cases not deferring the firming up of such High Value Order to such extent after NTP that Contractor cannot maintain its schedule)."

3. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law).
4. **Counterparts.** This Amendment may be signed in any number of counterparts and each counterpart (when combined with all other counterparts) shall represent a fully executed original as if one copy had been signed by each of the Parties. Electronic signatures shall be deemed as effective as original signatures.
5. **No Other Amendment.** Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by Owner and Contractor in all respects as of the Amendment Effective Date.
6. **Miscellaneous Provisions.** The terms of this Amendment are hereby incorporated by reference into the Agreement. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The recitals set forth in the recitals above are incorporated herein by this reference. Captions and headings throughout this Amendment are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction, or meaning of any provision.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner and Contractor have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

Contractor:

BECHTEL ENERGY INC.

By: /s/ Bhupesh Thakkar

Printed Name: Bhupesh Thakkar

Title: Senior Vice President and General Manager, LNG Business Line

Owner:

RIO GRANDE LNG, LLC

By: /s/ Matt Schatzman

Printed Name: Matt Schatzman

Title: President and Chief Executive Officer

SCHEDULE 1

FORM OF LIMITED NOTICE TO PROCEED #9

Date: March 15, 2023

Via Electronic and Certified Mail

Bechtel Energy Inc.
3000 Post Oak Blvd.
Houston, Texas 77056
Attention: [***]

Re: Limited Notice to Proceed #9

Pursuant to Section 5.2B of the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Trains 1 and 2 of the Rio Grande Natural Gas Liquefaction Facility, by and between Rio Grande LNG, LLC ("**Owner**") and Bechtel Energy Inc. ("**Contractor**"), dated as of September 14, 2022 (the "**Agreement**"), this letter ("**LNTP No. 9**") shall serve as a Limited Notice to Proceed from Owner to Contractor authorizing Contractor to proceed, pursuant to the terms and conditions of the Agreement and this LNTP No. 9, with that certain portion of the Work as described herein. Terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

Contractor shall commence to perform the Work as identified in **Attachment 1** under this LNTP No. 9 in accordance with the terms and conditions of the Agreement, until the earlier to occur of (1) the occurrence of NTP under the Agreement; or (2) 11:59 P.M. local Houston time on June 15, 2023 (the "**LNTP No. 9 Termination Date**"). Contractor shall use reasonable efforts to execute the Work identified in Attachment 1 by the LNTP No. 9 Termination Date (provided NTP does not occur prior to such date).

Contractor is hereby authorized to invoice for the performance of this LNTP No. 9 for the time period from the LNTP No. 9 Date through June 15, 2023 as set out in **Attachment 2**.

LNTP No. 8, Amendment 3, shall be invoiced to Owner on April 1, 2023, and Owner shall pay such invoice in accordance with Section 7.2D of the Agreement.

[***] Owner shall have care, custody and control of the Site and (a) Owner shall perform, or cause to be performed, the Site maintenance activities required to maintain the Site in the same condition as received on March 31, 2023 until issuance of NTP; and (b) if the Work performed under the Agreement is damaged, Owner shall repair such Work with respect to such damage as a condition precedent to issuing NTP.

Owner:

By
/s/ Matthew K. Schatzman

Matthew K. Schatzman
President and CEO
Date: March 15, 2023

Contractor:

By
/s/ Bhupesh Thakkar

Bhupesh Thakkar
Senior Vice President
Date: March 15, 2023

ATTACHMENT 1 TO LNTP NO. 9 - SCOPE OF WORK

[***]

ATTACHMENT 2 TO LNTP NO. 9 - PAYMENT SCHEDULE

MONTH	DURATION	PAYMENT VALUE
MONTH 1	MARCH 16, 2023 THROUGH APRIL 15, 2023	U.S.\$ [***]
MONTH 2	APRIL 16, 2023 THROUGH MAY 15, 2023	U.S.\$ [***]
MONTH 3	MAY 16, 2023 THROUGH JUNE 15, 2023	U.S.\$ [***]
TOTAL		U.S.\$ [***]

CERTAIN INFORMATION OF THIS DOCUMENT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. INFORMATION THAT WAS OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[***].”

FIRST AMENDMENT TO THE AMENDED AND RESTATED FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 3 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY

This First Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility (this “**Amendment**”) is made and executed as of the 22nd day of December, 2022 (the “**Amendment Effective Date**”) by and between Rio Grande LNG, LCC, a limited liability company organized under the laws of Texas (“**Owner**”), and Bechtel Energy Inc. a corporation organized under the laws of Delaware (“**Contractor**”) each sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Owner and Contractor entered into that certain Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility dated September 15, 2022 (“**Agreement**”).

WHEREAS, Owner and Contractor wish to amend certain provisions of the Agreement on the terms set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Agreement.

2. Article 9.2B.2 shall be deleted and replaced with the following:

“provided that the conditions of clauses (i) and (ii) of Section 9.2B.1 have occurred, [***] percent of the Contract Price upon the commercial’s bank receipt from Owner of written notice of the expiration of the period specified in clause (i) of the definition of “Defect Correction Period”, except that the Letter of Credit shall remain in effect in an aggregate amount equal to the reasonable value of any claims that Owner has against Contractor arising out of this Agreement and which remain unresolved at the expiration of the period specified in clause (i) of the definition of “Defect Correction Period.” Upon the resolution of such claims, the Letter of Credit shall be decreased to an aggregate amount equal to [***].”

3. Article 9.2B.3 shall be deleted.

4. Article 9.2C shall be deleted and replaced with the following:

“The Letter of Credit shall remain in full force and effect from the issuance of the Letter of Credit through the expiration of the period specified in clause (i) of the definition of “Defect Correction Period” (i.e., the [***] month period following Substantial Completion) in accordance with Section 9.2B.2. Partial drawings are permitted under the Letter of Credit. No later than [***] Days after the satisfaction of the conditions listed in, 9.2B.1 or 9.2B.2 above, Owner shall provide the commercial bank that issued the Letter of Credit with the written notice as specified in that particular section. No later than [***] Days after expiration of the Defect Correction Period, Owner shall provide the commercial bank that issued the Letter of Credit with written notice of the expiration of such period.”

5. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law).

6. **Counterparts.** This Amendment may be signed in any number of counterparts and each counterpart (when combined with all other counterparts) shall represent a fully executed original as if one copy had been signed by each of the Parties. Electronic signatures shall be deemed as effective as original signatures.

7. **No Other Amendment.** Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by Owner and Contractor in all respects as of the Amendment Effective Date.

8. **Miscellaneous Provisions.** The terms of this Amendment are hereby incorporated by reference into the Agreement. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The recitals set forth in the recitals above are incorporated herein by this reference. Captions and headings throughout this Amendment are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction, or meaning of any provision.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner and Contractor have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

Contractor:

BECHTEL ENERGY INC.

By: /s/ Bhupesh Thakkar

Printed Name: Bhupesh Thakkar

Title: Senior Vice President and General Manager, LNG Business Line

Owner:

RIO GRANDE LNG, LLC

By: /s/ Matt Schatzman

Printed Name: Matt Schatzman

Title: President and Chief Executive Officer

CERTAIN INFORMATION OF THIS DOCUMENT HAS BEEN REDACTED BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. INFORMATION THAT WAS OMITTED HAS BEEN NOTED IN THIS DOCUMENT WITH A PLACEHOLDER IDENTIFIED BY THE MARK “[***].”

SECOND AMENDMENT TO THE AMENDED AND RESTATED FIXED PRICE TURNKEY AGREEMENT FOR THE ENGINEERING, PROCUREMENT AND CONSTRUCTION OF TRAIN 3 OF THE RIO GRANDE NATURAL GAS LIQUEFACTION FACILITY

This Second Amendment to the Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility (this “**Amendment**”) is made and executed as of the 15th day of March, 2023 (the “**Amendment Effective Date**”) by and between Rio Grande LNG, LLC, a limited liability company organized under the laws of Texas (“**Owner**”), and Bechtel Energy Inc. a corporation organized under the laws of Delaware (“**Contractor**”) each sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

Whereas, Owner and Contractor entered into that certain Amended and Restated Fixed Price Turnkey Agreement for the Engineering, Procurement and Construction of Train 3 of the Rio Grande Natural Gas Liquefaction Facility dated September 15, 2022, as amended on December 22, 2022 (“**Agreement**”).

Whereas, Owner and Contractor wish to amend certain provisions of the Agreement on the terms set forth herein.

AMENDMENT

Now, Therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Agreement.
2. Amendments:
 - a. Section 5.2.D.1 shall be deleted and replaced with the following:

“Owner may issue NTP after the Initial NTP Deadline but on or before June 15, 2023 (the “**Second NTP Deadline**”), provided that the Parties shall first enter into a mutually agreed Change Order adjusting the Contract Price (including the pricing of any Additional Work Options elected by Owner) and/or the Guaranteed Substantial Completion Dates, as applicable, based on Contractor’s proposal validation as described in this Section 5.2.D.1. Contractor shall validate and adjust the Contract Price (including the pricing of any Additional Work Options elected by Owner) and/or the Guaranteed Substantial Completion Dates as a result of issuance of NTP after the Initial NTP Deadline), *provided that* Contractor shall not be entitled to an adjustment to the Contract Price for any (i) changes in design, quantities or Equipment (unless Owner directs such changes in design, quantities or Equipment through a Change Order) or (ii) errors or omissions of Contractor (other than errors or omissions in Contractor’s assumptions related to a change in market conditions during such timeframe). If there is an adjustment to the Guaranteed Substantial Completion Dates, Contractor shall provide an objective analysis and transparent explanation as to the adjustment.

- b. Contractor will prepare its updated proposal as outlined in Section 2a above, and the difference between such updated proposal and the Contract Price as of December 15, 2022, which difference will be no less than \$[***], shall be the change in Contract Price.”
 - c. The first 2 paragraphs of Section 2 of Attachment LL of the Agreement shall be deleted and substituted with the following:

“Each High Value Order has an Original Combined HVO Quote that contains the Original HVO Quote and Original HVO Schedule on which the Contract Price and Key Dates are based.

Upon Owner’s written request between [***] and NTP (or after NTP, but no later than [***] Days or such other mutually agreed time period before Contractor needs to subcontract with a HVO Subcontractor to maintain Contractor’s schedule), Contractor shall require Updated Combined HVO Quotes from each of the Category A, B and C HVO Subcontractors requested by Owner (other than Capital Spare Parts). Contractor shall receive such Updated HVO Quotes from each such HVO Subcontractor and submit such Updated Combined HVO Quotes to Owner (which shall include the information required below) no later than [***] Days after Owner’s written request. Contractor shall ensure that such Updated Combined HVO Quotes has a price (Updated HVO Quote) and schedule (Updated HVO Schedule) that is fixed and valid for the period commencing upon [***] Days after such written request and ending no earlier than [***] Days after such written request. If Owner issues NTP at any time during such validity period, Contractor shall not be entitled to any further changes to the Contract Price or Key Dates for the HVOs that are the subject of Owner’s written request (but for the avoidance of doubt, excluding any changes made by Owner via a Change Order). Notwithstanding the foregoing, Contractor shall endeavor that the Category C ABB Subcontractors Updated Combined HVO Quote is binding and valid for the period commencing upon [***] Days after Owner’s written request and ending no earlier than [***] Days after such Owner’s written request, but at a minimum such validity period shall commence upon [***] Days after such Owner’s request and end no earlier than [***] Days after such Owner’s written request. It is the intent of the Parties that Owner will make only one such request to Contractor, with the intent of Owner to time such request so that NTP is issued during the validity period of the Updated Combined HVO Quotes; however, the Parties recognize that additional requests may need to be made by Owner if it miscalculates the anticipated timing of NTP or Owner decides to defer firming up a particular High Value Order (but in all cases not deferring the firming up of such High Value Order to such extent after NTP that Contractor cannot maintain its schedule).”

3. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the state of Texas (without giving effect to the principles thereof relating to conflicts of law).



4. **Counterparts.** This Amendment may be signed in any number of counterparts and each counterpart (when combined with all other counterparts) shall represent a fully executed original as if one copy had been signed by each of the Parties. Electronic signatures shall be deemed as effective as original signatures.
5. **No Other Amendment.** Except as expressly amended hereby, the terms and provisions of the Agreement remain in full force and effect and are ratified and confirmed by Owner and Contractor in all respects as of the Amendment Effective Date.
6. **Miscellaneous Provisions.** The terms of this Amendment are hereby incorporated by reference into the Agreement. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The recitals set forth in the recitals above are incorporated herein by this reference. Captions and headings throughout this Amendment are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction, or meaning of any provision.

[Signature Page Follows]

IN WITNESS WHEREOF, Owner and Contractor have caused this Amendment to be executed by their duly authorized representatives as of the Amendment Effective Date.

Contractor:

BECHTEL ENERGY INC.

By: /s/ Bhupesh Thakkar

Printed Name: Bhupesh Thakkar

Title: Senior Vice President and General Manager, LNG Business Line

Owner:

RIO GRANDE LNG, LLC

By: /s/ Matt Schatzman

Printed Name: Matt Schatzman

Title: President and Chief Executive Officer

SECOND AMENDMENT TO THE PRECEDENT AGREEMENT FOR FIRM NATURAL GAS TRANSPORTATION SERVICE FOR THE RIO BRAVO PIPELINE

THIS SECOND AMENDMENT TO THE PRECEDENT AGREEMENT FOR FIRM NATURAL GAS TRANSPORTATION SERVICE FOR THE RIO BRAVO PIPELINE (this “**Amendment**”) is made and entered into effective this 23rd day of March, 2023, by and between Rio Grande LNG Gas Supply LLC (“**Customer**”) and Rio Bravo Pipeline Company, LLC (“**Transporter**”). Customer and Transporter are sometimes collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Customer and Transporter entered into that certain Precedent Agreement for firm transportation service on an interstate natural gas pipeline system proposed to extend from a receipt point at the Energy Transfer King Ranch Gas Plant in Kleberg County, Texas, to the RGLNG Facility, dated March 2, 2020, and amended the agreement on April 8, 2022 (as so amended, the “**Precedent Agreement**”);

WHEREAS, Section 7.1 of the Precedent Agreement sets forth a condition precedent that, if not satisfied or waived by the deadline set forth therein, would result in each of the Parties having certain rights under the Precedent Agreement; and

WHEREAS, the Parties now desire to amend the Precedent Agreement as set forth herein in order to extend the deadline set forth in Section 7.1 of the Precedent Agreement and to update certain contact information of Transporter set forth in Section 14 of the Precedent Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The Precedent Agreement is hereby amended such that the reference to “December 31, 2023,” in Section 7.1 of the Precedent Agreement is deleted and replaced with “December 31, 2024”.
2. Section 14 of the Precedent Agreement is hereby amended such that all notices and communications to Transporter shall be sent to:

Kurt Knight-Turcan Vice President,
Business Development, South Texas Rio Bravo Pipeline Company, LLC 915 N Eldridge Parkway, Suite 1100
Houston, TX 77079
Email: Kurt.Knight-Turcan@enbridge.com

with a copy to:
Rio Bravo Pipeline Company, LLC c/o Enbridge (U.S.) Inc.
915 N Eldridge Parkway, Suite 1100
Houston, TX 77079 Attention: Chief Legal Officer
Fax: (713) 386-4025
Email: legalnotices@enbridge.com

3. When used in this Amendment, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Precedent Agreement.
4. Each and every provision of this Amendment will be considered as prepared through the joint efforts of the Parties and will not be construed against either Party as a result of the preparation or drafting thereof. It is expressly agreed that no consideration will be given or presumption made on the basis of who drafted this Amendment or any specific provision hereof.
5. This Amendment may be executed in any number of counterparts, each of which will be an original, but such counterparts together will constitute one and the same instrument. The .pdf or electronic signatures of the Parties shall be deemed original signatures, and .pdf or electronic copies hereof shall be deemed to constitute duplicate originals.
6. Except as specifically amended herein, the Precedent Agreement shall continue in full force and effect according to its original terms and conditions.
7. This Amendment shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns. Nothing express or implied in this Amendment is intended to confer upon any other person or entity, other than the Parties and their successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Amendment.
8. No oral or written modification, amendment or supplement of this Amendment by any officer, agent or employee of a Party, either before or after execution of this Amendment shall be of any force or effect unless such modification, amendment or supplement is in writing and is signed by both Parties.
9. This Amendment shall be governed by, construed, interpreted and performed in accordance with the laws of the State of Texas, without recourse to any laws governing the conflict of laws.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their authorized representatives as of the date first written above.

Rio Grande LNG Gas Supply LLC

Rio Bravo Pipeline Company, LLC

By: /s/ Matthew Schatzman

By: /s/ Robert L. Huffman

Name: Matthew Schatzman

Name: Robert L. Huffman

Title: President and CEO

Title: President

*Signature Page to the Second Amendment to the Precedent Agreement For Firm Natural Gas Transportation Service
For the Rio Bravo Pipeline*

**CERTIFICATION BY CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT**

I, Matthew K. Schatzman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NextDecade Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2023

/s/ Matthew K. Schatzman

Matthew K. Schatzman

Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION BY CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13a-14(a) AND 15d-14(a) UNDER THE EXCHANGE ACT**

I, Brent E. Wahl, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of NextDecade Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 11, 2023

/s/ Brent E. Wahl

Brent E. Wahl

Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Matthew K. Schatzman, Chairman of the Board and Chief Executive Officer of NextDecade Corporation (the “Company”), hereby certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended March 31, 2023 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 11, 2023

/s/ Matthew K. Schatzman

Matthew K. Schatzman
Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brent E. Wahl, Chief Financial Officer of NextDecade Corporation (the "Company"), hereby certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended March 31, 2023 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 11, 2023

/s/ Brent E. Wahl

Brent E. Wahl
Chief Financial Officer
(Principal Financial Officer)