

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 12)***

NextDecade Corporation

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of class of securities)

65342K105

(CUSIP number)

Bardin Hill Investment Partners LP
299 Park Avenue, 24th Floor
New York, New York 10022
212-303-9400

With copies to:
Kaitlin Descovich
Weil, Gotshal & Manges LLP
2000 M Street NW
Washington, DC 20026
Telephone: (202) 682-7000

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

July 12, 2023

(Date of event which requires filing of this statement)

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

1	NAMES OF REPORTING PERSONS Halcyon Mount Bonnell Fund LP		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,641,178 (see Item 5)	
	8	SHARED VOTING POWER 0 (see Item 5)	
	9	SOLE DISPOSITIVE POWER 2,641,178 (see Item 5)	
	10	SHARED DISPOSITIVE POWER 0 (see Item 5)	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,641,178 (see Item 5)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.10%* (see Item 5)		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

*Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS HCN LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 6,200,723* (see Item 5)
	8	SHARED VOTING POWER 0 (see Item 5)
	9	SOLE DISPOSITIVE POWER 6,200,723* (see Item 5)
	10	SHARED DISPOSITIVE POWER 0 (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,200,723* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.58%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

* Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS HCN GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 6,200,723* (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 6,200,723* (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 6,200,723* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.58%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

*Includes shares owned by HCN LP. Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS Halcyon Energy, Power and Infrastructure Capital Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,741,349 (see Item 5)
	8	SHARED VOTING POWER 0 (see Item 5)
	9	SOLE DISPOSITIVE POWER 1,741,349 (see Item 5)
	10	SHARED DISPOSITIVE POWER 0 (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,741,349 (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.72%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO (see Item 5)	

* Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS First Series of HDML Fund I LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,538,882 (see Item 5)
	8	SHARED VOTING POWER 0 (see Item 5)
	9	SOLE DISPOSITIVE POWER 1,538,882 (see Item 5)
	10	SHARED DISPOSITIVE POWER 0 (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,538,882 (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.64%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

* Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

CUSIP No. 65342K105

1	NAMES OF REPORTING PERSONS Bardin Hill Fund GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 4,760,516* (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 4,760,516* (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,760,516* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.98%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

*Includes shares owned by First Series of HDML Fund I LLC, Halcyon Mount Bonnell Fund L.P. and Bardin Hill Event-Driven Master Fund LP. Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS Bardin Hill Event-Driven Master Fund LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 580,456* (see Item 5)
	8	SHARED VOTING POWER 0 (see Item 5)
	9	SOLE DISPOSITIVE POWER 580,456* (see Item 5)
	10	SHARED DISPOSITIVE POWER 0 (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 580,456* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.24%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

* Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS Avinash Kripalani	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 12,702,588* (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 12,702,588* (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,702,588* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.29%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power and Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Bardin Hill Event-Driven Master Fund LP. Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS Jason Dillow	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 12,702,588* (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 12,702,588* (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,702,588* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.29%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power and Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Bardin Hill Event-Driven Master Fund LP. Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS John Greene	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 12,702,588* (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 12,702,588* (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,702,588* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.29%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power and Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Bardin Hill Event-Driven Master Fund LP. Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS Pratik Desai	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 12,702,588* (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 12,702,588* (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,702,588* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.29%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power and Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Bardin Hill Event-Driven Master Fund LP. Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

1	NAMES OF REPORTING PERSONS Bardin Hill Investment Partners LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 12,702,588* (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 12,702,588* (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,702,588* (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.29%* (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power and Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Bardin Hill Event-Driven Master Fund LP. Assumes the occurrence of the Mandatory Conversion, as defined herein, on July 26, 2023, and the TTE Tranche 2 Issuance, as defined herein, as reported by the Issuer in its Form 8-K filed on July 12, 2023. See Item 5.

This Amendment No. 12 (“Amendment No. 12”) amends the Schedule 13D originally filed with the U.S. Securities and Exchange Commission (the “Commission”) on August 3, 2017 (as amended, the “Statement”), and is filed by the Reporting Persons with respect to the common stock, \$0.0001 par value per share (“Shares”) of NextDecade Corporation (the “Issuer”). Capitalized terms used herein but not defined shall have the meaning given to them in the Statement.

Item 4. Purpose of Transaction.

Item 4 is amended and supplemented as follows:

As previously disclosed by the Issuer, on July 12, 2023, an FID Event occurred (as defined in the Issuer’s Series A Certificate of Designations, Series B Certificate of Designations, and Series C Certificate of Designations). Consequently, the Issuer will convert all of the Issuer’s outstanding shares of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock into Shares on July 26, 2023 (the “Mandatory Conversion”). The per share conversion price is \$5.0021, \$5.0494, and \$2.4656 for the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock, respectively. Accordingly, on July 26, 2023, 2,980 shares of Series A Preferred Stock, 5,484 shares of Series B Preferred Stock and 3,354 shares of Series C Preferred Stock that are beneficially owned by the Reporting Persons will be converted into 596,252 Shares, 1,086,234 Shares and 1,358,477 Shares, respectively.

Item 5. Interests in the Securities of the Issuer.

Item 5 is amended and restated as follows:

The responses set forth on rows 7 through 13 of the cover pages of this Amendment No. 12, which reflect the Mandatory Conversion on July 26, 2023 and the closing of the sale of 22,072,103 Shares to the TTE Member as disclosed by the Issuer in Item 8.01 of the Form 8-K filed on July 12, 2023 (the “TTE Tranche 2 Issuance”) are incorporated by reference in this Item 5. The beneficial ownership information that follows in this Item 5 is as of July 12, 2023.

(a) and (b)

Assuming the occurrence of the Mandatory Conversion and the TTE Tranche 2 Issuance, and, for purposes of calculating the Shares issuable upon the exercise of Series C Warrants, assuming total pro forma Shares outstanding after the issuance of Tranche 3 Shares, as disclosed by the Issuer in Item 8.01 of the Form 8-K filed on July 12, 2023, of 259,000,000:

As of July 12, 2023, the Reporting Persons beneficially own, in the aggregate, 12,702,588 Shares, comprised of 12,610,643 Shares and 91,945 Shares issuable upon the exercise of Series C Warrants, which together represent approximately 5.29% of the Issuer’s outstanding Shares (based on (i) 240,206,850 outstanding Shares as provided to the Reporting Persons by the Issuer, plus (ii) the number of Shares issuable to the Reporting Persons upon the exercise of the Series C Warrants).

As of the date hereof: Mount Bonnell directly owns 2,641,178 Shares, which represents approximately 1.10% of the Issuer's outstanding Shares (based on 240,206,850 outstanding Shares assuming the Mandatory Conversion and TTE Tranche 2 Issuance have occurred, as provided by the Issuer); HDML directly beneficially owns 1,538,822 Shares, which represents approximately 0.64% of the Issuer's outstanding Shares (based on 240,206,850 outstanding Shares assuming the Mandatory Conversion and TTE Tranche 2 Issuance have occurred, as provided by the Issuer); HCN directly beneficially owns 6,200,723 Shares, comprised of 6,117,325 Shares and 83,398 Shares issuable upon the exercise of Series C Warrants, which together represent approximately 2.58% of the Issuer's outstanding Shares (based on 240,206,850 outstanding Shares assuming the Mandatory Conversion and TTE Tranche 2 Issuance have occurred, as provided by the Issuer, plus the number of Shares issuable upon the exercise of the Series C Warrants held by HCN); HEPI directly owns 1,741,349 Shares, which represents approximately 0.72% of the Issuer's outstanding Shares (based on 240,206,850 outstanding Shares assuming the Mandatory Conversion and TTE Tranche 2 Issuance have occurred, as provided by the Issuer); and Bardin Hill Master Fund directly owns 580,456 Shares, comprised of 571,909 Shares and 8,547 Shares issuable upon the exercise of Series C Warrants, which together represent approximately 0.24% of the Issuer's outstanding Shares (based on 240,206,850 outstanding Shares assuming the Mandatory Conversion and TTE Tranche 2 Issuance have occurred, as provided by the Issuer, plus the number of Shares issuable upon the exercise of the Series C Warrants held by Bardin Hill Master Fund).

Without assuming the occurrence of the TTE Tranche 2 Issuance, the Reporting Persons would be deemed to beneficially own, in the aggregate, approximately 5.82% of the Shares outstanding.

Bardin Hill GP is the general partner of Mount Bonnell and Bardin Hill Master Fund and the investment member of HDML. HCN GP is the general partner of HCN. Bardin Hill Partners is the investment manager for each of Mount Bonnell, Bardin Hill Master Fund, HCN, HEPI and HDML. Investment decisions of Bardin Hill Partners are made by a three-person committee, including Jason Dillow, John Greene and Pratik Desai, each of whom has individual decision-making authority. Jason Dillow is CEO of Bardin Hill Partner. Avinash Kripalani is a Partner at Bardin Hill Partners.

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

(c) Except as set forth in this Item 4 of this Amendment No. 12. None of the Reporting Persons has effected any transaction in the Shares in the last 60 days.

(d) To the knowledge of the Reporting Persons, no person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Issuer reported on this Amendment No. 12.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is amended and supplemented as follows:

As previously disclosed by the Issuer on a Form 8-K filed on June 14, 2023, the Issuer agreed to sell Shares to an affiliate of TotalEnergies SE in a series of private placement transactions (the "TotalEnergies Private Placements"), which transactions are subject to stockholder approval under applicable NASDAQ listing rules. In connection with such stockholder approval, the Reporting Persons agreed with the Issuer that they will vote their Shares and any other securities over which they have voting power in favor of the private placement transactions pursuant to the voting agreement, by and between the Reporting Persons and the Issuer, dated as of July 12, 2023. The description herein is qualified in its entirety to the full text of the voting agreement, which is attached as Exhibit 31 hereto and incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

Item 7 is amended and supplemented as follows:

[31*](#) - Voting Agreement

[32*](#) – Joint Filer Agreement

* Filed herewith

SIGNATURES

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

Dated: July 14, 2023

Halcyon Mount Bonnell Fund LP

By: Bardin Hill Investment Partners LP, its Manager

/s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese

Title: General Counsel

July 14, 2023

Date

Bardin Hill Fund GP LLC

/s/ Suzanne

McDermott

Name: Suzanne McDermott

Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese

Title: General Counsel

July 14, 2023

Date

HCN LP

By: Bardin Hill Investment Partners LP, its Manager

/s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese

Title: General Counsel

July 14, 2023

Date

HCN GP LLC

/s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese

Title: General Counsel

July 14, 2023

Date

Halcyon Energy, Power and Infrastructure Capital Holdings LLC
By: Bardin Hill Investment Partners LP, its Manager

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

First Series of HDML Fund I LLC

By: Bardin Hill Investment Partners LP, its Manager

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

Bardin Hill Event-Driven Master Fund LP

By: Bardin Hill Investment Partners LP, its Manager

/s/ Suzanne
McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

Bardin Hill Investment Partners LP

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

/s/ Avinash Kripalani

Name: Avinash Kripalani

July 14, 2023

Date

/s/ Jason Dillow

Name: Jason Dillow

July 14, 2023

Date

/s/ John Greene

Name: John Greene

July 14, 2023

Date

/s/ Pratik Desai

Name: Pratik Desai

July 14, 2023

Date

Voting Agreement

This Voting Agreement (this “**Agreement**”) is entered into as of July 12, 2023, by and among NextDecade Corporation, a Delaware corporation (the “**Company**”), and the undersigned stockholders of the Company (the “**Stockholders**”).

The Stockholders agree to vote in favor, or cause to be voted in favor, all shares of capital stock of the Company owned by the Stockholders or over which the Stockholders have voting control (the “**Shares**”), from time to time and at all times, in whatever manner as shall be necessary, at any special meeting of stockholders held or pursuant to any written consent of the stockholders of the Company, solely to (each a “**Matter**” and collectively, the “**Matters**”):

(a) Approve the private placement of securities to be sold to Global LNG North America Corp. (together with its permitted assigns, the “**Purchaser**”) pursuant to the Common Stock Purchase Agreement (the “**Purchase Agreement**”), dated as of June 13, 2023, by and between the Company and the Purchaser, pursuant to which the Purchaser may purchase shares of common stock of the Company with an aggregate purchase price of up to \$219.4 million in accordance with Nasdaq Listing Rules 5635(b) and (d) (the “**Transaction**”), including any matter necessary for the consummation of the Transaction and the other transactions contemplated by the Purchase Agreement; and

(b) Approve one or more adjournments of any special meeting of stockholders in connection with the matters set forth herein, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, one or more of the other proposals to be voted on at any special meeting of stockholders in connection with the matters set forth herein.

The Stockholders agree that any shares of capital stock of the Company that the Stockholders purchase or with respect to which the Stockholders otherwise acquire the power to vote after the execution of this Agreement and prior to the Expiration Date, whether by vesting of restricted stock units, the exercise of any stock options or otherwise (“**New Shares**”), shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares as of the date hereof. The Stockholders agree to promptly notify the Company in writing of the nature and amount of any New Shares.

The Stockholders hereby represent and warrant as follows:

(a) the Stockholders have the full power and authority to execute and deliver this Agreement and to perform the Stockholders’ obligations hereunder;

(b) this Agreement has been duly executed and delivered by or on behalf of the Stockholders and constitutes a valid and binding agreement with respect to the Stockholders, enforceable against the Stockholders in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors’ rights and remedies generally;

(c) the Stockholders have the power to vote on the Matters as indicated opposite the Stockholders’ name on Schedule 1 attached hereto free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever (“**Liens**”), and have sole or shared, and otherwise unrestricted, voting power with respect to such Shares and none of the Shares are subject to any voting trust or other agreement, arrangement, or restriction with respect to the voting of the Shares, except as contemplated by this Agreement;

(d) the execution and delivery of this Agreement by the Stockholders does not, and the performance by the Stockholders of his, her or its obligations hereunder and the compliance by the Stockholders with any provisions hereof will not, violate or conflict with, result in a material breach of or constitute a default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any Shares pursuant to, any agreement, instrument, note, bond, mortgage, contract, lease, license, permit or other obligation or any order, arbitration award, judgment or decree to which the Stockholders are a party or by which the Stockholders are bound, or any law, statute, rule or regulation to which the Stockholders are subject or, in the event that the Stockholders are a corporation, partnership, trust or other entity, any bylaw or other organizational document of the Stockholders; and

(e) the execution and delivery of this Agreement by the Stockholders does not, and the performance of this Agreement by the Stockholders does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority by the Stockholders, except (a) for applicable requirements, if any, of the Securities and Exchange Act of 1934, as amended (the “**Exchange Act**”), or state securities, takeover and “blue sky” laws, (b) the applicable rules of the Securities and Exchange Commission or any applicable stock exchange, and (c) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay the performance by the Stockholders of his, her or its obligations under this Agreement in any material respect.

The Stockholders hereby constitute and appoint as the proxies of the Stockholders and hereby grant a power of attorney to Brent E. Wahl and Vera de Gyarmas, with full power of substitution, with respect to the Matters set forth herein, and hereby authorizes each of them to represent and vote, if and only if the Stockholders (i) fail to vote, or (ii) attempt to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of the Stockholders’ Shares in favor of the Matters or to take any action reasonably necessary to effect the intent of this Agreement. Each of the proxy and power of attorney granted pursuant to this Agreement is given in consideration of the agreements and covenants of the parties to this Agreement in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to the provisions below. The Stockholders hereby revoke any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to the provisions below, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the Matters set forth herein.

From and after the date hereof until the Expiration Date, and except as set out herein, the Stockholders shall not, directly or indirectly, (a) sell, assign, transfer, tender, or otherwise dispose of (including, without limitation, by the creation of any Liens) any Shares, (b) deposit any Shares into a voting trust or enter into a voting agreement or similar arrangement with respect to such Shares or grant any proxy or power of attorney with respect thereto, (c) take any action that would make any representation or warranty of the Stockholders contained herein untrue or incorrect, or (d) take any action that would have the effect of preventing or disabling the Stockholders from performing the Stockholders’ obligations under this Agreement. Notwithstanding the foregoing, the Stockholders may sell, assign, transfer, tender, or otherwise dispose of each of their respective Shares without the prior written consent of the Company and subject to the transferee agreeing in writing to be bound to the terms of this Agreement.

This Agreement shall terminate on the Expiration Date. As used in this Agreement, the term “Expiration Date” shall mean the earlier to occur of (a) the date of the approval of each of the Matters at the Company stockholders’ meeting and effecting of each of the Matters and the events and transactions contemplated thereby (including, but not limited to, the closing of the Transaction), (b) such date and time as the Purchase Agreement shall be terminated pursuant to its terms, (c) upon mutual written agreement of the parties and the Purchaser; and (d) the consummation of a merger or consolidation of the Company that is effected (A) for independent business reasons unrelated to extinguishing such rights and (B) for purposes other than (1) the reincorporation of the Company in a different state or (2) the formation of a holding company that will be owned exclusively by the Company’s stockholders and will hold all of the outstanding shares of capital stock of the Company’s successor.

The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof or was otherwise breached. It is accordingly agreed that the parties shall be entitled to specific relief hereunder, including, without limitation, an injunction or injunctions to prevent and enjoin breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, in any state or federal court in any competent jurisdiction, in addition to any other remedy to which they may be entitled at law or in equity. Any requirements for the securing or posting of any bond with respect to any such remedy are hereby waived.

The parties hereto agree that the Purchaser shall be a third-party beneficiary of the rights set forth in the immediately preceding paragraph (the “**Specific Enforcement Rights**”), and the Purchaser shall have the right to enforce the Specific Enforcement Rights directly to the extent it deems such enforcement necessary or advisable in its sole and absolute discretion. The parties hereto agree that nothing in this Agreement shall be construed to create a “group” as defined under Section 13(d)(3) of the Exchange Act between the Purchaser and any of the parties to this Agreement with respect to the securities of the Company.

All of the covenants and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the respective parties and their permitted successors, assigns, heirs, executors, administrators and other legal representatives, as the case may be. This Agreement may not be assigned by the Stockholders without the prior written consent of the Company and subject to the assignee agreeing in writing to be bound to the terms of this Agreement.

This Agreement shall be governed in all respects by the internal laws of the State of New York as applied to agreements entered into among New York residents to be performed entirely within the State of New York, without regard to principles of conflicts of law. This Agreement may not be modified or amended or the rights of any party hereunder waived unless such modification, amendment or waiver is effected by a written instrument expressly modifying, amending or waiving this Agreement or the rights of a party hereunder that is signed by (i) the Company, (ii) the Stockholders and (iii) the Purchaser. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(Remainder of Page Intentionally Left Blank)

Please acknowledge your agreement with the terms and conditions contained in this Agreement by countersigning below.

NEXTDECADE CORPORATION

By: /s/ Matthew Schatzman

Name: Matthew Schatzman

Title: Chief Executive Officer

Please acknowledge your agreement with the terms and conditions contained in this Agreement by countersigning below.

STOCKHOLDERS (COLLECTIVELY, THE “BARDIN HILL ENTITIES”):

BARDIN HILL EVENT-DRIVEN MASTER FUND LP

By: /s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Authorized Signatory

By: /s/ John Freese

Name: John Freese

Title: Authorized Signatory

HCN L.P.

By: /s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Authorized Signatory

By: /s/ John Freese

Name: John Freese

Title: Authorized Signatory

FIRST SERIES OF HDML FUND I LLC

By: /s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Authorized Signatory

By: /s/ John Freese

Name: John Freese

Title: Authorized Signatory

HALCYON MOUNT BONNEL FUND LP

By: /s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Authorized Signatory

By: /s/ John Freese

Name: John Freese

Title: Authorized Signatory

HALCYON, ENERGY, POWER, AND INFRASTRUCTURE CAPITAL HOLDINGS LLC

By: /s/ Suzanne McDermott

Name: Suzanne McDermott

Title: Authorized Signatory

By: /s/ John Freese

Name: John Freese

Title: Authorized Signatory

SCHEDULE 1

<u>Stockholders & Address</u>	<u>Common Stock</u>	<u>Restricted Stock Units</u>	<u>Options</u>	<u>Preferred Stock</u>
Bardin Hill Entities 299 Park Avenue, 24th Floor, New York, NY 10171	9,569,680	N/A	N/A	Series A Convertible Preferred Stock – 2,872 Series B Convertible Preferred Stock – 5,282 Series C Convertible Preferred Stock – 3,232

JOINT FILING AGREEMENT

This will confirm the agreement by and among all the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to the beneficial ownership by the undersigned of shares of common stock, \$0.0001 par value per share, of NextDecade Corporation is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k) (1) under the Securities Exchange Act of 1934. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and filing of this agreement shall not be construed as an admission that the undersigned are a group, or have agreed to act as a group.

Dated: July 14, 2023

Halcyon Mount Bonnell Fund LP

By: Bardin Hill Investment Partners LP, its Manager

/s/ Suzanne
McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

Bardin Hill Fund GP LLC

/s/ Suzanne
McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

HCN LP

By: Bardin Hill Investment Partners LP, its Manager

/s/ Suzanne
McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

HCN GP LLC

/s/ Suzanne
McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

July 14, 2023

Date

/s/ John Freese

Name: John Freese
Title: General Counsel

July 14, 2023

Date

Halcyon Energy, Power and Infrastructure Capital Holdings LLC
By: Bardin Hill Investment Partners LP, its Manager

<u>/s/ Suzanne McDermott</u> Name: Suzanne McDermott Title: Chief Compliance Officer	<u>/s/ John Freese</u> Name: John Freese Title: General Counsel
<u>July 14, 2023</u> Date	<u>July 14, 2023</u> Date

First Series of HDML Fund I LLC
By: Bardin Hill Investment Partners LP, its Manager

<u>/s/ Suzanne McDermott</u> Name: Suzanne McDermott Title: Chief Compliance Officer	<u>/s/ John Freese</u> Name: John Freese Title: General Counsel
<u>July 14, 2023</u> Date	<u>July 14, 2023</u> Date

Bardin Hill Event-Driven Master Fund LP
By: Bardin Hill Investment Partners LP, its Manager

<u>/s/ Suzanne McDermott</u> Name: Suzanne McDermott Title: Chief Compliance Officer	<u>/s/ John Freese</u> Name: John Freese Title: General Counsel
<u>July 14, 2023</u> Date	<u>July 14, 2023</u> Date

Bardin Hill Investment Partners LP

<u>/s/ Suzanne McDermott</u> Name: Suzanne McDermott Title: Chief Compliance Officer	<u>/s/ John Freese</u> Name: John Freese Title: General Counsel
<u>July 14, 2023</u> Date	<u>July 14, 2023</u> Date

/s/ Avinash Kripalani
Name: Avinash Kripalani

July 14, 2023
Date

/s/ Jason Dillow
Name: Jason Dillow

July 14, 2023
Date

/s/ John Greene
Name: John Greene

July 14, 2023
Date

/s/ Pratik Desai
Name: Pratik Desai

July 14, 2023
Date