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

# FORM 8-K

## CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): July 24, 2017

NEXTDECADE CORPORATION
(Exact Name of Registrant as Specified in Charter)

| Delaware | 001-36842 | 46-5723951 |
|---|---|---|
| (State or Other Jurisdiction of Incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

3 Waterway Square Place, The Woodlands, Texas 77380
(Address of Principal Executive Offices) (Zip Code)

(832) 403-1874
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e 4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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. ☐

**Introductory Note**

On July 24, 2017 (the "Closing Date"), the registrant consummated the previously announced business combination following a special meeting of stockholders (the "Special Meeting") where the stockholders of Harmony Merger Corp. ("Harmony") considered and approved, among other matters, a proposal to adopt the Agreement and Plan of Merger (the "Merger Agreement"), dated as of April 17, 2017, entered into by and among Harmony, Harmony Merger Sub, LLC ("Merger Sub"), NextDecade, LLC ("NextDecade") and certain members of NextDecade and entities affiliated with such members, and approve the transactions contemplated by the Merger Agreement.

Pursuant to the terms and subject to the conditions set forth in the Merger Agreement, entities affiliated with certain of the members of NextDecade (the "Blocker Companies") merged with and into Harmony (each a "Blocker Merger" and, together, the "Blocker Mergers"), with Harmony being the surviving entity of the Blocker Mergers and, immediately thereafter Merger Sub merged with and into NextDecade (the "Merger" and together with the Blocker Mergers, the "Transactions") with NextDecade being the surviving entity of the Merger and becoming a wholly-owned subsidiary of the Company. For a description of the Transactions, see the sections entitled "*The Merger Proposal*" and "*The Agreement*" beginning at pages 55 and 78, respectively, of the definitive proxy statement (the "Proxy Statement") filed with the Securities and Exchange Commission (the "Commission") on June 29, 2017.

In connection with the closing of the Transactions (the "Closing"), Harmony changed its name to "NextDecade Corporation." Unless the context otherwise requires, references to "we," "us," "our," or the "Company" refer to the combined company following consummation of the Transactions, unless otherwise specifically indicated or the context otherwise requires.

**Item 1.01. Entry into Material Definitive Agreement.**

***Escrow Agreement***

At Closing, the Company entered into an escrow agreement ("Indemnity Escrow Agreement") entered into with Continental Stock Transfer & Trust Company, as escrow agent, and a representative of the former holders of Blocker Membership Interests and NextDecade Membership Interests, which provided for the escrow of certain of the Company's shares of common stock issued to the former holders of Blocker Membership Interests and NextDecade Membership Interests (each as defined in Item 2.01 below) in connection with the Block Mergers and Merger. Of the shares of the Company's common stock issued as consideration for the Blocker Mergers and Merger, an aggregate of 2,954,712 shares ("Escrow Shares") were placed in escrow pursuant to the Indemnity Escrow Agreement. The Escrow Shares provide a fund of payment to the Company with respect to its post-closing rights to indemnification under the Merger Agreement for breaches of representations and warranties and covenants by such entities. Claims for indemnification will be reimbursable to the full extent of the damages to the extent the aggregate amount of all indemnifiable losses is in excess of a $5,000,000 deductible (but in no event in excess of the shares of the Company's common stock held in escrow). The shares of the Company's common stock in escrow shall be released from escrow, subject to reduction for shares cancelled for claims ultimately resolved and those still pending resolution at the time of the release, on July 24, 2018 (the first anniversary of the Closing). In addition, to the extent such indemnification is insufficient, the owners of the Blocker Companies have agreed to indemnify the Company for damages arising out of or resulting from the breach of representations, warranties or covenants with respect to, or from pre-closing activities of, each Blocker Company of which it is an owner in an amount not to exceed the value of the shares of the Company's common stock received by such owner as merger consideration.

The foregoing description of the Escrow Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Escrow Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

***Registration Rights Agreement***

At Closing, the former holders of Blocker Membership Interests and NextDecade Membership Interests and Harmony's stockholders prior to its initial public offering ("Initial Stockholders") entered into a registration rights agreement ("Registration Rights Agreement") with the Company providing such holders with certain demand and piggy-back registration rights with respect to registration statements filed by the Company after the Closing. In connection with the execution of the Registration Rights Agreement, the prior registration rights agreement entered into between the Initial Stockholders and Harmony in connection with Harmony's initial public offering relating to registration rights previously granted to such Initial Stockholders was terminated.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Registration Rights Agreement, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

***Lock-up Agreements***

By lock-up agreements dated as of the Closing, the former holders of Blocker Membership Interests and NextDecade Membership Interests agreed not to transfer the shares of the Company's common stock they received as a result of the Transactions for 180 days after the Closing.

The foregoing description of the lock-up agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the lock-up agreements, a form of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

The disclosure set forth in the "Introductory Note" above is incorporated into this Item 2.01 by reference. As described above, on the Closing Date, the Company consummated the previously announced Transactions following the Special Meeting where Harmony stockholders adopted the Merger Agreement and approved, among other things, the Transactions. At the Special Meeting, holders of 7,853,996 shares of Harmony common stock sold in its initial public offering ("public shares") exercised their rights to convert those shares to cash at a conversion price of approximately $10.36 per share, or an aggregate of approximately $81,351,792.67.

As a result of the Blocker Mergers and the Merger, among other things, all outstanding limited liability company interests or limited partnership interests, as applicable, in each of the Blocker Companies, other than as provided for in the Merger Agreement, (each such interest in a Blocker Company a "Blocker Membership Interest" and, collectively, the "Blocker Membership Interests") and all then existing membership interests of NextDecade (the "NextDecade Membership Interests") were canceled in exchange for an aggregate of 98,490,409 shares of the Company's common stock plus the right to receive an additional 4,893,326 shares (up to 19,573,304 shares in the aggregate) of the Company's common stock ("Additional Shares") upon the achievement by NextDecade of each of four milestones described in the section entitled *The Merger Proposal – Structure of the Transaction*" beginning at page 55 of the Proxy Statement.

After giving effect to the Transactions, there are currently 105,225,828 shares of the Company's common stock issued and outstanding. Upon the Closing, the Company's common stock and warrants commenced trading on the Nasdaq Capital Market under the symbols "NEXT" and "NEXTW," respectively, subject to the Company's satisfaction of all listing criteria post-business combination.

The conversion price for holders of public shares electing conversion was paid out of the Company's trust account, which had a balance immediately prior to the Closing of approximately $114.0 million. Of the remaining funds in the trust account: (i) approximately $5,867,999 was used to pay transaction expenses and (ii) the balance of approximately $26,766,666 was released to the Company to be used for working capital purposes.

The material terms and conditions of the Merger Agreement are described in the section entitled "*The Agreement*" on pages 78 to 84 of the Proxy Statement, which is incorporated herein by reference.

**Cautionary Note Regarding Forward Looking Statements**

The Company believes that some of the information in this Current Report on Form 8-K constitutes forward-looking statements within the definition of the Private Securities Litigation Reform Act of 1995, which may be identified by words such as "may," "expect," "anticipate," "contemplate," "believe," "estimate," "intends," and "continue" or similar expressions. You should read statements that contain these words carefully because they:

- discuss future expectations;
- contain projections of future results of operations or financial condition; or
- state other "forward-looking" information.

These forward-looking statements are based on information available as of the date of this Current Report on Form 8-K and management's current expectations, forecasts and assumptions. There may be events in the future that the Company is not able to predict accurately or over which it has no control. As a result of a number of known and unknown risks and uncertainties, the Company's actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ include:

- the ability to maintain the listing of Harmony's common stock and warrants on Nasdaq or another securities exchange following the Transactions;
- changes adversely affecting the business in which the Company is engaged;
- management of growth;
- general economic conditions;
- the Company's development LNG liquefaction and export projects;
- the Company's ability to secure additional debt and equity financing in the future to complete the Project (as defined in the Proxy Statement);
- the accuracy of estimated costs for the Project;
- the governmental approval of construction and operation of the Project;

- the successful completion of the Project by third-party contractors;
- the Company's ability to generate cash;
- the development risks, operational hazards, regulatory approvals applicable to Rio Grande LNG's construction and operations activities;
- the Company's anticipated competitive advantage;
- the global demand for and price of natural gas (versus the price of imported LNG);
- the availability of LNG vessels worldwide;
- legislation and regulations relating to the LNG industry;
- negotiations for the terminal site lease and right-of-way options for the pipeline route;
- compliance with environmental laws and regulations;
- the result of future financing efforts; and
- other risks and uncertainties indicated or incorporated by reference in this Current Report on Form 8-K, including those set forth in the section of the Proxy Statement entitled "*Risk Factors*" section beginning on page 30, which is incorporated herein by reference.

All forward-looking statements included herein attributable to any of the Company or person acting on its behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable laws and regulations, the Company undertakes no obligation to update these forward-looking statements to reflect events or circumstances after the date of this proxy statement or to reflect the occurrence of unanticipated events.

***Business***

The business of the Company is described in the Proxy Statement in the section entitled "*Business of NextDecade*" beginning on page 117 and that information is incorporated herein by reference.

***Risk Factors***

The risks associated with the Company's business are described in the Proxy Statement in the section entitled "*Risk Factors*" beginning on page 30 and are incorporated herein by reference.

***Financial Information***

The information set forth under Item 9.01 of this Current Report on Form 8-K is incorporated herein by reference.

***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The disclosure contained in the section entitled "*NextDecade's Management's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on page 123 is incorporated herein by reference.

***Properties***

The disclosure contained in the section entitled "*Business of NextDecade*" beginning on page 116 is incorporated herein by reference.

The Company's corporate headquarters is located at 3 Waterway Square Place, The Woodlands, Texas 77380. The Company leases the property for this corporate office, which occupies approximately 8,291 square feet. In addition, the Company leases a 994-acre site for a potential LNG liquefaction project in Galveston County, Texas and a 10-acre site in Cameron County, Texas. The Company also holds an option for a long-term lease on a 984-acre site in Cameron County, Texas through November 5, 2019.

***Security Ownership of Certain Beneficial Owners and Management***

The following table sets forth information as of the Closing regarding the beneficial ownership of the Company's common stock by:

- Each person known to be the beneficial owner of more than 5% of the Company's outstanding common stock;
- Each director and executive officer of the Company; and
- All executive officers and directors as a group.

Unless otherwise indicated, the Company believes that all persons named in the table have sole voting and investment power with respect to all common shares beneficially owned by them.

| **Name and Address of Beneficial Owner (1)** | **Amount and Nature of Beneficial Ownership** | **Approximate Percentage of Beneficial Ownership(2)** |
|---|---|---|
| *Directors and Executive Officers:* | | |
| Kathleen Eisbrenner[3] | 8,714,132 | 8.28% |
| Rene van Vliet | 166,246 | * |
| Alfonso Puga | 94,998 | * |
| Benjamin Atkins | 92,623 | * |
| Shaun Davison | 132,997 | * |
| Avinash Kripalani[4] | — | — |
| William Vrattos[5] | — | — |
| David Magid[6] | — | — |
| Matthew Bonanno[7] | — | — |
| Brian Belke[8] | — | — |
| Eric S. Rosenfeld | 1,624,851[9] | 1.54% |
| David D. Sgro | 274,625[10] | * |
| All directors and executive officers after consummation of Transactions as a group (12 persons) | 11,100,472 | 10.55% |
| *Five Percent Holders:* | | |
| York Entities[11] | 57,781,121 | 54.91% |
| Valinor Entities[12] | 19,520,068 | 18.55% |
| Halcyon Entities[13] | 9,434,530 | 8.97% |

*Less than 1%.

(1) Unless otherwise indicated, the business address of each of the individuals or entities is c/o NextDecade Corporation, 3 Waterway Square Place, The Woodlands, Texas 77380.

(2) The percentage of beneficial ownership is calculated based on 105,225,828 outstanding shares of common stock, as of the date of Closing. Such amount does not take into account any Additional Shares that may be issued upon the achievement of certain milestones as described above.

(3) Includes 28,499 shares that Raymond Eisbrenner, Ms. Eisbrenner's husband, received in exchange for his vested management units.

(4) Mr. Kripalani is a principal at Halcyon Capital Management, and as such, may also be deemed the beneficial owner of shares held by the Halcyon Entities. Mr. Kripalani disclaims beneficial ownership over any securities owned by the Halcyon Entities (except to the extent of any pecuniary interest therein).

(5) Mr. Vrattos is a partner at York Capital Management, and as such may also be deemed the beneficial owner of shares held by the York Entities. Mr. Vrattos disclaims beneficial ownership over any securities owned by the York Entities (except to the extent of any pecuniary interest therein).

(6) Mr. Magid is a vice president at York Capital Management, and as such may also be deemed the beneficial owner of shares held by the York Entities. Mr. Magid disclaims beneficial ownership over any securities owned by the York Entities (except to the extent of any pecuniary interest therein).

(7) Mr. Bonanno is a partner at York Capital Management, and as such may also be deemed the beneficial owner of shares held by the York Entities. Mr. Bonanno disclaims beneficial ownership over any securities owned by the York Entities (except to the extent of any pecuniary interest therein).

(8) Mr. Belke is a partner at Valinor Management, and as such may also be deemed the beneficial owner of shares held by the Valinor Entities. Mr. Belke disclaims beneficial ownership over any securities owned by the Valinor Entities (except to the extent of any pecuniary interest therein).

(9) Includes 90,744 shares held by the Rosenfeld Children's Successor Trust, a trust established for Mr. Rosenfeld's children. Also includes an aggregate of 96,232 shares of common stock issuable upon exercise of exercisable warrants which will become exercisable within 60 days.

(10) Includes 2,606 shares of common stock issuable upon exercise of exercisable warrants which will become exercisable within 60 days.

(11) The business address of the York Entities is 767 Fifth Avenue New York, NY 10153. Consists of 12,604,935 shares held by York Credit Opportunities Investments Master Fund, L.P.; 2,518,089 shares held by York European Distressed Credit Fund II, L.P.; 13,542,693 shares held by York Multi-Strategy Master Fund, L.P.; 885,628 shares held by York Select Investors Master Fund, L.P.; 3,393,507 shares held by York Select Master Fund, L.P.; 11,730,107 shares held by York Credit Opportunities Fund, L.P.; 9,223,876 shares held by York Capital Management, L.P.; and 3,882,287 shares held by York Select, L.P.

(12) The business address of the Valinor Entities is 510 Madison Avenue, 25$^{th}$ Floor, New York, NY 10022. Consists of 10,384,966 shares held by Valinor Capital Partners Offshore Master Fund, L.P.; 4,813,805 shares held by VND Partners, L.P.; 3,824,542 shares held by Valinor Capital Partners SPV XIX, LLC; and 496,755 shares held by Valinor Capital Partners SPV XXII, LLC.

(13) The business address of the Halcyon Entities is 477 Madison Avenue, 8$^{th}$ Floor, New York, NY 10022. Prior to the consummation of the business combination, consists of 325,165 shares held by Halcyon Master Fund L.P. Information derived from the Schedule 13G/A filed on February 14, 2017. Following the consummation of the business combination, consists of an additional 4,075,530 shares held by HCN L.P.; 2,649,914 shares held by Halcyon Mount Bonnell Fund LP; 1,747,176 shares held by Halcyon Energy, Power, and Infrastructure Capital Holdings LLC and 636,745 shares held by First Series of HDML Fund I LLC.

***Directors and Executive Officers***

The Company's Charter provides for the classification of our board of directors into three separate classes, with each class serving a three-year term. The Company's directors and executive officers upon the Closing are described in the Proxy Statement in the section entitled "*The Director Election Proposal*" beginning on page 95 and that information is incorporated herein by reference.

The disclosure set forth in Item 5.02 of this Current Report on Form 8-K is incorporated by reference.

***Executive Compensation***

The executive compensation of Harmony's and NextDecade's executive officers and directors is described in the Proxy Statement in the section entitled "*Executive Compensation*" beginning on page 103 and that information is incorporated herein by reference.

***Certain Relationships and Related Transactions and Director Independence***

The certain relationships and related party transactions of the Harmony and NextDecade are described in the Proxy Statement in the section entitled "*Certain Relationships and Related Person Transactions*" beginning on page 137 and are incorporated herein by reference.

The independence of the Company's directors upon the Merger is discussed in the section of the Proxy Statement entitled "*Independence of Directors*" beginning on page 99, which is incorporated herein by reference.

***Legal Proceedings***

There are no legal proceedings pending against the Company.

***Market Price of and Dividends on the Company's Common Equity and Related Stockholder Matters***

The Company's common stock began trading on the Nasdaq Capital Market under the symbol "NEXT," subject to ongoing review of the Company's satisfaction of all listing criteria post-business combination, in lieu of the common stock of Harmony. The Company has not paid any cash dividends on its ordinary shares to date. It is the present intention of the Company's board of directors to retain all earnings, if any, for use in the Company's business operations and, accordingly, the Company's board does not anticipate declaring any dividends in the foreseeable future. The payment of dividends is within the discretion of the Company's board of directors and will be contingent upon the Company's future revenues and earnings, if any, capital requirements and general financial condition.

Information respecting Harmony's common stock, rights and units and related stockholder matters are described in the Proxy Statement/Prospectus in the Section entitled "*Price Range of Harmony Securities and Dividends*" on page 221 and such information is incorporated herein by reference.

***Recent Sales of Unregistered Securities***

Reference is made to the disclosure set forth under Item 3.02 of this Report concerning the issuance of the Company's common stock in connection with the Transactions, which is incorporated herein by reference.

***Description of Securities***

**General**

As of the date of this Report, the Company is authorized to issue 480,000,000 shares of common stock, par value $0.0001, and 1,000,000 shares of preferred stock, par value $0.0001. As of the date of this Report, 105,225,828 shares of common stock are outstanding.

**Common Stock**

Stockholders of record are entitled to one vote for each share held on all matters to be voted on by stockholders.

The Company's board of directors is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. There is no cumulative voting with respect to the election of directors, with the result that the holders of more than 50% of the shares eligible to vote for the election of directors can elect all of the directors.

Stockholders have no conversion, preemptive or other subscription rights and there are no sinking fund or redemption provisions applicable to the shares of common stock.

**Preferred Stock**

The Company's amended and restated certificate of incorporation authorizes the issuance of 1,000,000 shares of preferred stock with such designation, rights and preferences as may be determined from time to time by the board of directors. Accordingly, the board of directors is empowered, without stockholder approval, to issue shares of preferred stock with dividend, liquidation, redemption, voting or other rights which could adversely affect the voting power or other rights of the holders of shares of common stock.

**Redeemable Warrants**

Each warrant entitles the registered holder to purchase one share of common stock at a price of $11.50 per share, subject to adjustment as discussed below, at any time commencing 30 days after the Closing. The warrants will expire at 5:00 pm on July 23, 2022, or earlier upon redemption, as described below.

Notwithstanding the foregoing, except as set forth below, no warrants will be exercisable for cash unless the Company has an effective and current registration statement covering the shares of common stock issuable upon exercise of the warrants and a current prospectus relating to such shares of common stock. The Company is obligated to use its best efforts to file the registration statement covering the shares issuable upon exercise of the warrants within 15 days after consummation of the Transactions. If a registration statement covering the shares of common stock issuable upon exercise of the warrants is not effective within 90 days following the consummation of the Transactions, warrant holders may, until such time as there is an effective registration statement and during any period when the Company shall have failed to maintain an effective registration statement, exercise warrants on a cashless basis in the same manner as if the Company called the warrants for redemption and required all holders to exercise their warrants on a "cashless basis" as described below. In such event, each holder would pay the exercise price by surrendering the warrants for that number of shares of common stock equal to the quotient obtained by dividing (x) the product of the number of shares of common stock underlying the warrants, multiplied by the difference between the exercise price of the warrants and the "fair market value" (defined below) by (y) the fair market value. The "fair market value" for this purpose will mean the average reported last sale price of the shares of common stock for the 10 trading days ending on the trading day prior to the date of exercise. There will be no net cash settlement of the warrants under any circumstances.

Except as set forth below, the Company may call the warrants for redemption, in whole and not in part, at a price of $0.01 per warrant,

- at any time while the warrants are exercisable,
- upon not less than 30 days' prior written notice of redemption to each warrant holder,
- if, and only if, the reported last sale price of the shares of common stock equals or exceeds $17.50 per share, for any 20 trading days within a 30-day trading period ending on the third business day prior to the notice of redemption to warrant holders, and
- if, and only if, there is a current registration statement in effect with respect to the shares of common stock underlying such warrants commencing five business days prior to the 30-day trading period and continuing each day thereafter until the date of redemption.

The right to exercise will be forfeited unless the warrants are exercised prior to the date specified in the notice of redemption. On and after the redemption date, a record holder of a warrant will have no further rights except to receive the redemption price for such holder's warrant upon surrender of such warrant.

If the Company calls the warrants for redemption as described above, management will have the option to require all holders that wish to exercise warrants to do so on a "cashless basis." In such event, each holder would pay the exercise price by surrendering the warrants for that number of shares of common stock equal to the quotient obtained by dividing (x) the product of the number of shares of common stock underlying the warrants, multiplied by the difference between the exercise price of the warrants and the "fair market value" (defined below) by (y) the fair market value. In this case, the "fair market value" shall mean the average reported last sale price of the shares of common stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of warrants. Whether the Company will exercise such option to require all holders to exercise their warrants on a "cashless basis" will depend on a variety of factors including the price of the shares of common stock at the time the warrants are called for redemption, the Company's cash needs at such time and concerns regarding dilutive stock issuances.

If the number of outstanding shares of common stock is increased by a stock dividend payable in shares of common stock, or by a split-up of shares of common stock or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of common stock issuable on exercise of each warrant will be increased in proportion to such increase in the outstanding shares of common stock. A rights offering to holders of common stock entitling holders to purchase shares of common stock at a price less than the fair market value will be deemed a stock dividend of a number of shares of common stock equal to the product of the number of shares of common stock actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for common stock) multiplied by one (1) minus the quotient of (x) the price per share of common stock paid in such rights offering divided by (y) the fair market value. For these purposes if the rights offering is for securities convertible into or exercisable for common stock, in determining the price payable for common stock, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and fair market value means the volume weighted average price of common stock as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the shares of common stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if the Company, at any time while the warrants are outstanding and unexpired, pay a dividend or make a distribution in cash, securities or other assets to the holders of common stock on account of such shares of common stock (or other shares of capital stock into which the warrants are convertible), other than (a) as described above or (b) certain ordinary cash dividends, then the warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each share of common stock in respect of such event.

If the number of outstanding shares of common stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of common stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of common stock issuable on exercise of each warrant will be decreased in proportion to such decrease in outstanding shares of common stock.

Whenever the number of shares of common stock purchasable upon the exercise of the warrants is adjusted, as described above, the warrant exercise price will be adjusted by multiplying the warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of shares of common stock purchasable upon the exercise of the warrants immediately prior to such adjustment, and (y) the denominator of which will be the number of shares of common stock so purchasable immediately thereafter.

In case of any reclassification or reorganization of the outstanding shares of common stock (other than those described above or that solely affects the par value of such shares of common stock), or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the Company’s outstanding shares of common stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the warrants will thereafter have the right to purchase and receive, in lieu of the shares of the Company’s common stock immediately theretofore purchasable and receivable upon the exercise of the warrants the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the warrants would have received if such holder had exercised their warrants immediately prior to such event.

However, if such holders were entitled to choose the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets for which each warrant will become exercisable will be deemed to be the weighted average of the kind and amount received per share by such holders in such consolidation or merger that affirmatively make such election, and if a tender, exchange or redemption offer has been made to and accepted by such holders (other than certain specific tender, exchange or redemption offers), the holder of a warrant will be entitled to receive the highest amount of cash, securities or other property to which such holder would actually have been entitled as a stockholder if such warrant holder had exercised the warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the common stock held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in the warrant agreement. Additionally, if less than 70% of the consideration receivable by the holders of common stock in such a transaction is payable in the form of common stock in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the registered holder of the warrant properly exercises the warrant within thirty days following public disclosure of such transaction, the warrant exercise price will be reduced as specified in the warrant agreement based on the per share consideration minus Black-Scholes value (as defined in the warrant agreement) of the warrant.

The warrants have been issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and the Company. The warrant agreement provides that the terms of the warrants may be amended without the consent of any holder to cure any ambiguity or correct any defective provision, but requires the approval, by written consent or vote, of the holders of 65% of the then outstanding warrants in order to make any change that adversely affects the interests of the registered holders.

The warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price, by certified or official bank check payable to the Company, for the number of warrants being exercised. The warrant holders do not have the rights or privileges of holders of shares of common stock and any voting rights until they exercise their warrants and receive shares of common stock. After the issuance of shares of common stock upon exercise of the warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by stockholders.

Warrant holders may elect, at their sole option and discretion, to be subject to a restriction on the exercise of their warrants such that an electing warrant holder (and his, her or its affiliates) would not be able to exercise their warrants to the extent that, after giving effect to such exercise, such holder (and his, her or its affiliates) would beneficially own in excess of 9.8% of the shares of common stock outstanding. Notwithstanding the foregoing, any person who acquires a warrant with the purpose or effect of changing or influencing the control of the Company, or in connection with or as a participant in any transaction having such purpose or effect, immediately upon such acquisition will be deemed to be the beneficial owner of the underlying shares of common stock and not be able to take advantage of this provision.

**Dividends**

The Company has not paid any cash dividends on its shares of common stock to date. The payment of cash dividends in the future will be dependent upon the Company's revenues and earnings, if any, capital requirements and general financial condition. The payment of any dividends will be within the discretion of the then board of directors. It is the present intention of the Company's board of directors to retain all earnings, if any, for use in the Company's business operations and, accordingly, the board does not anticipate declaring any dividends in the foreseeable future.

**Transfer Agent and Warrant Agent**

The transfer agent for the Company's securities and warrant agent for the Company's warrants is Continental Stock Transfer & Trust Company, 1 State Street Plaza State Street Plaza, New York, New York 10004.

***Financial Statements, Supplementary Data and Exhibits***

The information set forth under Item 9.01 of this Current Report on Form 8-K is incorporated herein by reference. The financial statements of NextDecade included in the Proxy Statement beginning on page F-32 are incorporated herein by reference.

**Item 2.02. Results of Operations and Financial Condition.**

Certain annual and quarterly financial information regarding NextDecade was included in the Proxy Statement in the section entitled "*NextDecade's Management's Discussion and Analysis of Financial Condition and Results of Operations of Pangaea*" beginning on page 123, which is incorporated herein by reference. The disclosure contained in Item 2.01 of this Report is also incorporated herein by reference.

**Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

On the Closing Date, all of the units previously issued by Harmony ceased trading on Nasdaq.

**Item 3.02. Unregistered Sales of Equity Securities.**

Pursuant to the Merger Agreement, as a result of the Blocker Mergers and the Merger, among other things, all outstanding Blocker Membership Interests and NextDecade Membership Interests were canceled in exchange for an aggregate of 98,490,409 shares of the Company's common stock plus the right to receive 4,893,326 Additional Shares (up to 19,573,304 Additional Shares in the aggregate) upon the achievement by NextDecade of each of four milestones as described in Item 2.01 above. The Company issued the foregoing shares of common stock pursuant to Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), as a transaction not requiring registration under Section 5 of the Securities Act. The parties receiving the shares represented their intentions to acquire the shares for investment only and not with a view to or for sale in connection with any distribution, and appropriate restrictive legends were affixed to the certificates representing the shares. The parties also had adequate access, through business or other relationships, to information about the Company and NextDecade.

**Item 3.03. Material Modifications to Rights of Security Holders.**

On the Closing Date, the Company filed with the Secretary of State of the State of Delaware an Amended and Restated Certificate of Incorporation (the "A&R Certificate") to (a) change the name of Harmony from "Harmony Merger Corp." to "NextDecade Corporation"; (b) increase the number of authorized shares of Harmony common stock from 27,500,000 shares to 480,000,000 shares; (c) prohibit action of stockholders by written consent; (d) provide the Blocker Managers and certain of their affiliates with certain rights including Harmony's renunciation of its interest or any expectancy Harmony may have in certain corporate opportunities; (e) designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for specified legal actions; and (f) remove provisions that will no longer be applicable to Harmony after the Transactions. The disclosure described in the Proxy Statement in the section entitled "*The Charter Proposals*" beginning on page 93 is incorporated herein by reference.

**Item 5.01. Changes in Control of Registrant.**

The description of the Transactions and the Merger Agreement in the Proxy Statement in the section entitled "*The Merger Proposal*" beginning on page 55 and "*The Agreement*" beginning on page 78, which is incorporated herein by reference. The information contained in Item 2.01 to this Report is also incorporated herein by reference.

After giving effect to the Transactions, there are currently outstanding 105,225,828 shares of common stock of the Company. Together, the former holders of Blocker Membership Interests and NextDecade Membership Interests hold 92.98% of the outstanding shares of common stock of the Company.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.**

Effective as of the Closing, Kathleen Eisbrenner, René van Vliet, Matthew Bonanno, David Magid, William Vrattos, Brian Belke, Avinash Kripalani, Eric S. Rosenfeld and David D. Sgro were appointed as directors of the Company to serve until the end of their respective terms, and until their successors are elected and qualified (the "NextDecade directors"). Messrs. Sgro, Kripalani and Vrattos serve as Class A directors, whose term expires at the Company's 2018 annual meeting. Messrs. Rosenfeld and Magid and Ms. Eisbrenner serve as Class B directors, whose term expires at the Company's 2019 annual meeting and Messrs. Vliet, Bonanno and Belke serve as Class C directors, whose term expires at the Company's 2020 annual meeting.

Effective as of the Closing, all of Harmony's officers resigned from their officer positions. At the same time, Ms. Eisbrenner was appointed as Chief Executive Officer, Mr. van Vliet was appointed as Chief Operating Officer, Alfonso Puga was appointed as Chief Commercial Officer, Ben Atkins was appointed as Chief Financial Officer, and Shaun Davison was appointed as Senior Vice President, Development & Regulatory Affairs of the Company.

Immediately following Closing, the NextDecade directors appointed David Gallo and Spencer Wells as directors of the Company to serve until the end of their respective terms, and until their successors are elected and qualified. Mr. Gallo will serve as a Class B director, whose term expires at the Company's 2019 annual meeting and Mr. Wells will serve as a Class C director, whose term expires at the Company's 2020 annual meeting.

Mr. Gallo is the founder, portfolio manager and managing partner of Valinor Management, the investment manager of an equity long-short hedge fund with over $3 billion in assets under management, where he has worked since July 2007. Prior to founding Valinor, Mr. Gallo was a senior analyst at Bridger Capital and worked at investment firms including Tiger Management, Kohlberg Kravis Roberts & Co., and the Blackstone Group. Mr. Gallo received his BS in economics, summa cum laude, from the Wharton School of the University of Pennsylvania and his MBA from Harvard Business School, where he graduated as a Baker Scholar. The parties believe Mr. Gallo's experience as a managing partner of an investment firm and in other senior executive leadership roles, as well as extensive industry experience and experience overseeing investments in the LNG sector, provides him with the qualifications and skills to serve as a director.

Mr. Wells co-founded Drivetrain Advisors, LLC, a firm providing fiduciary services to the alternate investment community, in December 2013, where he currently serves as a Partner. Most recently, Mr. Wells was employed by TPG Special Situations Partners from 2010 to 2013, where he first served as Partner from September 2010 to January 2012, and then as a Senior Advisor from January 2012 to July 2013. Mr. Wells also served as a Partner/Portfolio Manager for Silverpoint Capital from September 2002 to July 2009. Prior to joining Silverpoint Capital, Mr. Wells served as a Director at the Union Bank of Switzerland from May 2001 to September 2002 and as a Vice President of Deutsche Bank AG from January 1999 to May 2001. Mr. Wells currently serves on the boards of directors of Roust Corporation, Samson Resources II, LLC, Lily Robotics, Inc., Vantage Drilling International, Town Sports International Holdings, Inc., Preferred Proppants LLC, and Advanced Emissions Solutions, Inc. The parties believe Mr. Wells' public company experience, financial expertise as well as extensive industry experience and experience overseeing investments in the LNG sector, provides him with the qualifications and skills to serve as a director.

The Board appointed Messrs. Rosenfeld, Sgro and Wells to serve on the Audit Committee, with Mr. Wells serving as its Chairperson. The Board appointed Ms. Eisbrenner and Messrs. Belke, Rosenfeld, Kripalani and Bonanno to serve on the Nominating, Corporate Governance and Compensation Committee, with Mr. Bonanno serving as its Chairperson.

The biographical information about each of the NextDecade directors and officers following the Transactions and information with respect to the Company's Audit Committee and Nominating, Corporate Governance and Compensation Committee functions are described in the Proxy Statement in the section entitled "*The Director Election Proposal*" beginning on page 95 is incorporated herein by reference.

On May 20, 2015, NextDecade entered into an employment agreement with Ms. Eisbrenner, our Chairman and Chief Executive Officer, which agreement was amended pursuant to a letter agreement, dated November 13, 2015, among Eisbrenner, NextDecade and certain funds managed by York Capital Management and was further amended at Closing pursuant to a letter agreement, dated April 17, 2017, among Eisbrenner, NextDecade and certain funds managed by York Capital Management (as amended, the "Eisbrenner Agreement"). The foregoing description of the Employment Agreement does not purport to be complete and is qualified in its entirety by the description of the Employment Agreement in the Proxy Statement in the section entitled "*Overview of Compensation for Kathleen Eisbrenner, Chairman and Chief Executive Officer*" beginning on page 105, which is incorporated herein by reference, and by the terms and conditions of the employment agreement, which is attached hereto as Exhibit 10.4 and the two letter agreements, which are attached hereto as Exhibits 10.5 and 10.6, each of which is incorporated herein by reference.

Certain transactions between the Company and certain of its directors and officers are described in the Proxy Statement in the section entitled "*Certain Relationships and Related Person Transactions*" beginning on page 137, as well as the section entitled "*Overview of Compensation for Kathleen Eisbrenner, Chairman and Chief Executive Officer*" beginning on page 105, which is incorporated herein by reference.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws.**

In connection with the Transactions, on the Closing Date the Company amended its bylaws to, among other things, (i) strengthen its anti-takeover provisions by prohibiting stockholder action by written consent and providing that special meeting may only be called by the board of directors, (ii) include more detailed provisions related to notice of shareholder meetings, postponement and adjournment of such meeting, and shareholders voting by proxy, (iii) allow shares capital stock to be held in book-entry form as well as certificated form, and (iv) expand the indemnification provisions related to directors and officers.

**Item 5.06. Change in Shell Company Status.**

As a result of the Transactions, the Company ceased being a shell company. Reference is made to the disclosure in the Proxy Statement in the sections entitled "*The Merger Proposal*" beginning on page 55 and "*The Agreement*" beginning on page 78, which is incorporated herein by reference. The information contained in Item 2.01 to this Report is also incorporated herein by reference.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

On July 24, 2017, the Harmony held the Special Meeting. At the Special Meeting, Harmony's stockholders considered the following proposals:

1. A proposal to adopt the Merger Agreement and to approve the Transactions contemplated by such agreement, including the issuance of the merger consideration thereunder. The following is a tabulation of the votes with respect to this proposal, which was approved by Harmony's stockholders:

| For | Against | Abstain |
|---|---|---|
| 13,815,956 | 674,070 | 0 |

In connection with this vote, the holders of 7,893,996 shares of Harmony's common stock properly exercised their right to convert their shares into cash at a conversion price of approximately $10.35 per share, for an aggregate conversion amount of $81,702,858.60.

2. Proposals to approve the following amendments to Harmony's amended and restated certificate of incorporation, effective following the Transactions:

(i) Change the name of Harmony from "Harmony Merger Corp." to "NextDecade Corporation." The following is a tabulation of the votes with respect to this proposal, which was approved by Harmony's stockholders:

| For | Against | Abstain |
|---|---|---|
| 13,112,506 | 674,070 | 703,450 |

(ii) Increase the number of authorized shares of common stock from 27,500,000 shares to 480,000,000 shares. The following is a tabulation of the votes with respect to this proposal, which was approved by Harmony's stockholders:

| For | Against | Abstain |
|---|---|---|
| 12,962,506 | 674,070 | 853,450 |

(iii) Prohibit action of stockholders by written consent. The following is a tabulation of the votes with respect to this proposal, which was approved by Harmony's stockholders:

| For | Against | Abstain |
|---|---|---|
| 13,112,506 | 674,070 | 703,450 |

(iv) Provide the Blocker Managers (as defined in the Merger Agreement) and certain of their affiliates with certain rights including Harmony's renunciation of its interest or any expectancy Harmony may have in certain corporate opportunities. The following is a tabulation of the votes with respect to this proposal, which was approved by Harmony's stockholders:

| For | Against | Abstain |
|---|---|---|
| 13,062,506 | 674,070 | 753,450 |

(v) Designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for specified legal actions. The following is a tabulation of the votes with respect to this proposal, which was approved by Harmony's stockholders:

| For | Against | Abstain |
|---|---|---|
| 13,112,506 | 674,070 | 703,450 |

(vi) Remove provisions that will no longer be applicable to Harmony after the Transactions. The following is a tabulation of the votes with respect to this proposal, which was approved by Harmony's stockholders:

| For | Against | Abstain |
|---|---|---|
| 13,112,506 | 674,070 | 703,450 |

3. A proposal to elect nine directors who, upon the consummation of the Transactions, will be the directors of the Company, in the classes set forth below. The following is a tabulation of the votes with respect to each director elected at the Meeting:

| Director | For | Withheld |
|---|---|---|
| *Class A* | | |
| David D. Sgro | 13,126,147 | 1,363,879 |
| Avinash Kripalani | 13,256,147 | 1,233,879 |
| William Vrattos | 13,126,147 | 1,363,879 |
| *Class B* | | |
| Kathleen Eisbrenner | 13,126,147 | 1,363,879 |
| Eric S. Rosenfeld | 13,126,147 | 1,363,879 |
| David Magid | 13,126,147 | 1,363,879 |
| *Class C* | | |
| Rene van Vliet | 13,126,147 | 1,363,879 |
| Matthew Bonanno | 13,126,147 | 1,363,879 |
| Brian Belke | 13,256,147 | 1,233,879 |

Because the proposal to adopt the Merger Agreement and to approve the business combination contemplated by the Merger Agreement was approved, the proposal to adjourn the Meeting to a later date or dates, if necessary, was not presented at the Meeting.

**Item 9.01. Financial Statement and Exhibits.**

(a) Financial Statements.

Information responsive to Item 9.01(a) of Form 8-K is set forth in the Proxy Statement in the financial statements beginning on page F-1 and is incorporated herein by reference.

(b) Pro Forma Financial Information.

The unaudited pro forma condensed consolidated combined financial information of NextDecade for the three months ended March 31, 2017 and for the year ended December 31, 2016 is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

(d) Exhibits.

| Exhibit | Description |
|---|---|
| 3.1 | Second Amended and Restated Certificate of Incorporation of NextDecade Corporation |
| 3.2 | Amended and Restated Bylaws of NextDecade Corporation |
| 10.1 | Indemnity Escrow Agreement |
| 10.2 | Registration Rights Agreement |
| 10.3 | Form of Lock-Up Agreement |
| 10.4 | Employment Agreement of Kathleen Eisbrenner, dated May 20, 2015 |
| 10.5 | Letter Agreement with Kathleen Eisbrenner, dated April 17, 2017 |
| 10.6 | Letter Agreement with Kathleen Eisbrenner, dated November 13, 2015 |
| 99.1 | Unaudited pro forma condensed consolidated combined financial information of NextDecade |

**SIGNATURE**

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 hereunto duly authorized.

Dated: July 28, 2017

NEXTDECADE CORPORATION

By: /s/ Krysta De Lima
Name: Krysta De Lima
Title: General Counsel

Exhibit Index

| Exhibit | Description |
|---|---|
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**Exhibit 3.1**

**SECOND AMENDED AND RESTATED**

**CERTIFICATE OF INCORPORATION**

**OF**

**HARMONY MERGER CORP.**

- - - - - - - - - - - - - - - - - - - - - - - - -

**Pursuant to Sections 242 and 245 of the**

**Delaware General Corporation Law**

- - - - - - - - - - - - - - - - - - - - - - - - -

HARMONY MERGER CORP., a corporation existing under the laws of the State of Delaware (the "Corporation"), by its Chief Executive Officer, hereby certifies as follows:

1. The name of the Corporation is "Harmony Merger Corp."

2. The Corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on May 21, 2014.

3. The Corporation first amended and restated its Certificate of Incorporation on March 23, 2015 and subsequently amended such first amended and restated Certificate of Incorporation on March 27, 2017 (such amended and restated Certificate of Incorporation, as amended, being referred to herein as the "First Amended and Restated Certificate of Incorporation").

4. This Second Amended Restated Certificate of Incorporation restates, integrates and amends the First Amended and Restated Certificate of Incorporation of the Corporation.

5. This Second Amended and Restated Certificate of Incorporation was duly adopted by the directors and stockholders of the Corporation in accordance with the applicable provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware, as amended (the "DGCL").

6. The text of the First Amended and Restated Certificate of Incorporation of the Corporation is hereby amended and restated to read in full as follows:

FIRST: The name of the corporation is NextDecade Corporation (hereinafter sometimes referred to as the "Corporation").

SECOND: The registered office of the Corporation is to be located at 850 New Burton Road, Suite 201, Dover, Delaware 19904, Kent County. The name of its registered agent at that address is Cogency Global Inc.

THIRD: The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized under the DGCL. In addition to the powers and privileges conferred upon the Corporation by law and those incidental thereto, the Corporation shall possess and may exercise all the powers and privileges that are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation.

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 481,000,000, of which 480,000,000 shares shall be common stock of the par value $.0001 per share ("Common Stock") and 1,000,000 shares shall be preferred stock of the par value of $.0001 per share ("Preferred Stock").

A. Preferred Stock. The Board of Directors is expressly granted authority to issue shares of the Preferred Stock, in one or more series, and to fix for each such series such voting powers, full or limited, and such designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such series (a "Preferred Stock Designation") and as may be permitted by the DGCL. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, without a separate vote of the holders of the Preferred Stock, or any series thereof, unless a vote of any such holders is required pursuant to any Preferred Stock Designation.

B. Common Stock. (1) Except as otherwise required by law or as otherwise provided in any Preferred Stock Designation, the holders of the Common Stock shall exclusively possess all voting power and each share of Common Stock shall have one vote.

(2) Subject to the prior rights of all classes or series of stock at the time outstanding having prior rights as to dividends or other distributions, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property, or stock as may be declared on the Common Stock by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in all such dividends and other distributions.

(3) Subject to the prior rights of creditors of the Corporation and the holders of all classes or series of stock at the time outstanding having prior rights as to distributions upon liquidation, dissolution or winding up of the Corporation, in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of shares of Common Stock shall be entitled to receive their ratable and proportionate share of the remaining assets of the Corporation.

(4) No holder of shares of Common Stock shall have cumulative voting rights.

(5) No holder of shares of Common Stock shall be entitled to preemptive or subscription rights pursuant to this Second Amended and Restated Certificate of Incorporation.

C. Power to Sell and Purchase Shares. Subject to the requirements of applicable law, the Corporation shall have the power to issue and sell all or any part of any shares of any class of stock herein or hereafter authorized to such persons, and for such consideration and for such corporate purposes, as the Board of Directors shall from time to time, in its discretion, determine, whether or not greater consideration could be received upon the issue or sale of the same number of shares of another class, and as otherwise permitted by law. Subject to the requirements of applicable law, the Corporation shall have the power to purchase any shares of any class of stock herein or hereafter authorized from such persons, and for such consideration and for such corporate purposes, as the Board of Directors shall from time to time, in its discretion, determine, whether or not less consideration could be paid upon the purchase of the same number of shares of another class, and as otherwise permitted by law.

FIFTH: A. Number of Directors. Upon the effectiveness of this Second Amended and Restated Certificate of Incorporation (the "Effective Time"), the total number of directors constituting the entire Board of Directors shall be nine (9). Thereafter, the total number of directors constituting the entire Board of Directors shall be such number as may be fixed from time to time exclusively by resolution adopted by the affirmative vote of at least a majority of the Board of Directors then in office.

B. Classification. Subject to the terms of any one or more series of Preferred Stock, and effective upon the Effective Time, the Board of Directors shall be divided into three classes: Class A, Class B and Class C. The number of directors in each class shall be as nearly equal as possible. The Board of Directors may assign members of the Board of Directors already in office to such classes as of the Effective Time. The directors in Class A shall be elected for a term expiring at the first Annual Meeting of Stockholders after the Effective Time, the directors in Class B shall be elected for a term expiring at the second Annual Meeting of Stockholders after the Effective Time, and the directors in Class C shall be elected for a term expiring at the third Annual Meeting of Stockholders after the Effective Time.

C. Term and Filling Vacancies. Commencing at the first Annual Meeting of Stockholders after the Effective Time and at each annual meeting thereafter, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding Annual Meeting of Stockholders after their election. Except as the DGCL may otherwise require, in the interim between Annual Meetings of Stockholders or Special Meetings of Stockholders called for the election of directors and/or the removal of one or more directors and the filling of any vacancy in that connection, newly created directorships and any vacancies in the Board of Directors, including unfilled vacancies resulting from the removal of directors for cause, may be filled by the vote of a majority of the remaining directors then in office, although less than a quorum (as defined in the Corporation's by-laws), or by the sole remaining director. All directors shall hold office until the expiration of their respective terms of office and until their successors shall have been elected and qualified. A director elected to fill a vacancy resulting from the death, resignation or removal of a director shall serve for the remainder of the full term of the director whose death, resignation or removal shall have created such vacancy and until his successor shall have been elected and qualified. If the number of directors is changed, any increase or decrease shall be apportioned among the classes in a manner as the Board of Directors shall determine so as to maintain the number of directors in each class as nearly equal as possible, but in no cases will an increase or decrease in the number of directors shorten the term of an incumbent.

D. Election. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

E. Officers. Except as otherwise expressly delegated by resolution of the Board of Directors, the Board of Directors shall have the exclusive power and authority to appoint and remove officers of the Corporation.

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. Powers of the Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this Second Amended and Restated Certificate of Incorporation, and to any by-laws from time to time made by the stockholders; provided, however, that no by-law so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

B. By-laws. The Board of Directors shall have the power, without the assent or vote of the stockholders, to make, alter, amend, change, add to or repeal the by-laws of the Corporation as provided in the by-laws of the Corporation.

C. Special Meetings. Subject to the terms of any one or more series or classes of Preferred Stock, Special Meetings of the Stockholders of the Corporation may be called as prescribed by the by-laws of the Corporation.

SEVENTH: A. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any alteration, amendment, addition to or repeal of this Article Seventh, or adoption of any provision of this Second Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock) inconsistent with this Article Seventh, shall not reduce, eliminate or adversely affect any right or protection of a director of the Corporation existing at the time of such alteration, amendment, addition to, repeal or adoption with respect to acts or omissions occurring prior to such alteration, amendment, addition to, repeal or adoption.

B. As more fully prescribed in the by-laws, the Corporation shall indemnify and provide advancement to any indemnitee to the fullest extent permitted by law, as such may be amended from time to time.

C. Notwithstanding the foregoing provisions of this Article Seventh, no indemnification nor advancement of expenses will extend to any claims made by the Company’s officers and directors to cover any loss that such individuals may sustain as a result of such individuals’ agreement to pay debts and obligations to target businesses or vendors or other entities that are owed money by the Corporation for services rendered or contracted for or products sold to the Corporation, as described in the Registration Statement.

EIGHTH: No action that is required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders may be effected by written consent of stockholders in lieu of a meeting.

NINTH: A. In anticipation that York Capital Management, L.P., York Credit Opportunities Fund, L.P., York Select, L.P., Valinor Capital Partners SPV XIX, LLC, Valinor Capital Partners SPV XXII, LLC, VND Partners, L.P., Halcyon Energy, Power, and Infrastructure Capital Holdings LLC, Halcyon Mount Bonnell Fund L.P., GE Oil & Gas, Inc., and/or each of their respective affiliates (each, an "Investor" and collectively, the "Investors") will be, indirectly or directly, substantial stockholders of the Corporation, and in recognition of (i) the benefits to be derived by the Corporation through its continued contractual, corporate and business relations with each Investor (including service of officers, directors, partners, managers, employees or affiliates of each Investor (collectively, "Investor Persons") as directors of the Corporation) and (ii) the difficulties attendant to any director, who desires and endeavors fully to satisfy such director's fiduciary duties, in determining the full scope of such duties in any particular situation, the provisions of this Article Ninth are set forth to regulate, define and guide the conduct of certain affairs of the Corporation as they may involve the Investors and any Investor Persons, and the powers, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith.

B. Except as the Investors may otherwise agree in writing, each Investor shall have the right to (i) engage, directly or indirectly, in the same or similar business activities or lines of business as the Corporation and (ii) do business with any client, competitor or customer of the Corporation, with the result that the Corporation shall have no right in or to such activities or any proceeds or benefits therefrom and no Investor or Investor Person (except as provided in paragraph (C) of this Article Ninth) shall be liable to the Corporation or its stockholders for breach of any fiduciary duty by reason of any such activities of such Investor or such Investor Person's participation therein. In the event that any Investor or Investor Person acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation and such Investor, such Investor or Investor Person shall have no duty to communicate or present such corporate opportunity to the Corporation and the Corporation hereby renounces any interest or expectancy it may have in such corporate opportunity, with the result that such Investor or Investor Person shall not be liable to the Corporation or its stockholders for breach of any fiduciary duty, including for breach of any fiduciary duty as a stockholder of the Corporation by reason of the fact that such Investor pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity, or does not present such corporate opportunity to the Corporation.

C. In the event that a director or officer of the Corporation who is an Investor Person acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation and any Investor, such corporate opportunity shall belong to such Investor, and the Corporation hereby renounces any interest or expectancy it may have in such corporate opportunity, unless such corporate opportunity is expressly offered to such director or officer in his capacity as a director or officer of the Corporation, in which case such corporate opportunity shall belong to the Corporation.

D. For the purposes of this Article Ninth, "corporate opportunities" shall not include any business opportunities that the Corporation is not financially or contractually able to undertake, or that are, from their nature, not in the line of the Corporation's business or are of no practical advantage to it or that are ones in which the Corporation has no interest or reasonable expectancy.

E. Any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have had notice of and consented to the provisions of this Article Ninth.

F. For purposes of this Article Ninth only, the "Corporation" shall mean the Corporation and all corporations, partnerships, joint ventures, associations and other entities in which the Corporation beneficially owns (directly or indirectly) fifty percent (50%) or more of the outstanding voting stock, voting power, or similar voting interests.

TENTH. A. Forum. Unless the Corporation consents in writing in advance to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation, (B) any action asserting a claim of breach of a fiduciary duty owed by, or any wrongdoing by, any director, officer or employee of the Corporation to the Corporation or the Corporation's stockholders, (C) any action asserting a claim arising pursuant to any provision of the DGCL, this Second Amended and Restated Certificate of Incorporation (including as it may be amended from time to time), or the by-laws, (D) any action to interpret, apply, enforce or determine the validity of this Second Amended and Restated Certificate of Incorporation or the by-laws, or (E) any action asserting a claim governed by the internal affairs doctrine, except for, as to each of (A) through (E) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the personal jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination). To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article Tenth.

B. Amendment. The Corporation reserves the right, at any time and from time to time, to alter, amend, add to or repeal any provision contained in this Second Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series or class of Preferred Stock) in any manner now or hereafter prescribed by the laws of the State of Delaware, and all rights, preferences, privileges and powers of any nature conferred upon stockholders, directors or any other persons herein are granted subject to this reservation.

C. Severability. If any provision (or any part thereof) of this Second Amended and Restated Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Second Amended and Restated Certificate of Incorporation including, without limitation, each portion of any section of this Certificate containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Certificate (including, without limitation, each such containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Corporation has caused this Second Amended and Restated Certificate of Incorporation to be signed by Kathleen Eisbrenner, its Chief Executive Officer, as of the 24th day of July, 2017.

HARMONY MERGER CORP.

/s/ Kathleen Eisbrenner

Kathleen Eisbrenner, Chief Executive Officer

**Exhibit 3.2**

# BYLAWS
# OF
# NEXTDECADE CORPORATION

## ARTICLE I
## OFFICES

1.1 Registered Office. The registered office of NextDecade Corporation (the "Corporation") in the State of Delaware shall be established and maintained at 850 New Burton Road, Suite 201, Dover, Delaware 19904, Kent County and National Cogency Global Inc. shall be the registered agent of the corporation in charge thereof.

1.2 Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the board of directors of the Corporation (the "Board of Directors") may from time to time determine or the business of the Corporation may require.

## ARTICLE II
## MEETINGS OF STOCKHOLDERS

2.1 Place of Meetings. All meetings of the stockholders shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

2.2 Annual Meetings. The annual meeting of stockholders shall be held at such place, either within or without the State of Delaware, or, within the sole discretion of the Board of Directors and subject to such guidelines and procedures as the Board of Directors may adopt, by means of remote communications as authorized by the General Corporation Law of the State of Delaware, as may be amended from time to time (the "DGCL"), on such date and at such time as may be fixed from time to time by resolution of the Board of Directors and stated in the notice of the meeting, for the purpose of electing directors and for the transaction of only such other business as is properly brought before the meeting in accordance with these Bylaws (the "Bylaws").

2.3 Business at Annual Meetings. To be properly brought before the annual meeting, business must be either (i) specified in the notice of annual meeting (or any supplement or amendment thereto) given by or at the direction of the Board of Directors, (ii) otherwise brought before the annual meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the annual meeting by a stockholder. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the meeting; provided, however, that in the event that less than seventy (70) days' notice or prior public disclosure of the date of the annual meeting is given or made to stockholders, notice by a stockholder, to be timely, must be received no later than the close of business on the tenth (10th) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure was made, whichever first occurs. A stockholder's notice to the Secretary shall set forth (a) as to each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, and (ii) any material interest of the stockholder in such business, and (b) as to the stockholder giving the notice (i) the name and record address of the stockholder, (ii) the class, series and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder, (iii) a reasonably detailed description of all agreements, arrangements and understandings, direct and indirect, between the stockholder and any other person or persons (including their names) in connection with the proposal of such business by the stockholder, (iv) any other information relating to the noticing stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal; (v) any proxy, contract, arrangement, understanding or relationship pursuant to which the noticing stockholder has a right to vote or has granted a right to vote any shares of any security of the Corporation; and (vi) a representation that a noticing stockholder intends to appear in person or by proxy at the meeting to propose the business specified in the notice and whether or not such stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares required to approve the business proposed and/or otherwise to solicit proxies from stockholders in support of the business proposed. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Article II, Section 3. The chairperson of the annual meeting of stockholders shall, if the facts warrant, determine and declare to the annual meeting that business was not properly brought before the annual meeting in accordance with the provisions of this Article II, Section 3, and if such officer should so determine, such officer shall so declare to the annual meeting and any such business not properly brought before the meeting shall not be transacted.

2.4 Special Meetings. Subject to the terms of any one or more series or classes of Preferred Stock, special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation of the Corporation (as may be amended from time to time, "Certificate of Incorporation"), may only be called by the majority of the Board of Directors then in office.

2.5 Notice of Meetings; Waiver. (a) Unless otherwise prescribed by statute or the Certificate of Incorporation of the Corporation, the Secretary of the Corporation or any Assistant Secretary shall cause written notice of the place, if any, date and hour of each meeting of the stockholders, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, to be given personally by mail or by electronic transmission, or as otherwise provided in these Bylaws, not fewer than ten (10) nor more than sixty (60) days prior to the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. If such notice is mailed, it shall be deemed to have been given personally to a stockholder when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the record of stockholders of the Corporation, or, if a stockholder shall have filed with the Secretary of the Corporation a written request that notices to such stockholder be mailed to some other address, then directed to such stockholder at such other address. If such notice is delivered (rather than mailed) to the stockholder's address, the notice shall be deemed to be given when delivered. Such further notice shall be given as may be required by law.

(b) A written waiver of any notice of any annual or special meeting signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders need be specified in a written waiver of notice. Attendance of a stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) For notice given by electronic transmission to a stockholder to be effective, such stockholder must consent to the Corporation's giving notice by that particular form of electronic transmission. A stockholder may revoke consent to receive notice by electronic transmission by written notice to the Corporation. A stockholder's consent to notice by electronic transmission is automatically revoked if the Corporation is unable to deliver two consecutive electronic transmission notices and such inability becomes known to the Secretary of the Corporation, any Assistant Secretary, the transfer agent or other person responsible for giving notice.

(d) Notices are deemed given (i) if by facsimile, when faxed to a number where the stockholder has consented to receive notice; (ii) if by electronic mail, when mailed electronically to an electronic mail address at which the stockholder has consented to receive such notice; (iii) if by posting on an electronic network (such as a website or chatroom) together with a separate notice to the stockholder of such specific posting, upon the later to occur of (A) such posting or (B) the giving of the separate notice of such posting; or (iv) if by any other form of electronic communication, when directed to the stockholder in the manner consented to by the stockholder.

(e) If a stockholder meeting is to be held by means of remote communication and stockholders will take action at such meeting, the notice of such meeting must: (i) specify the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present and vote at such meeting; and (ii) provide the information required to access the stockholder list. A waiver of notice may be given by electronic transmission.

2.6 Quorum. The holders of a majority of the capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by law or by the Certificate of Incorporation.

2.7 Postponement and Adjournment. Any meeting of stockholders may be postponed by action of the Board of Directors at any time in advance of such meeting. If a quorum is not present at any meeting of the stockholders, the Chairperson of such meeting shall have the power to adjourn the meeting without a vote of the stockholders. Notice of any adjourned meeting of the stockholders of the Corporation need not be given if the place, if any, date and hour thereof are announced at the meeting at which the adjournment is taken, provided, however, that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is fixed pursuant to Section 2.5 of these Bylaws, a notice of the adjourned meeting, conforming to the requirements of these Bylaws, shall be given to each stockholder of record entitled to vote at such meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting.

2.8 Organization. The Chairperson of the Board of Directors shall act as chairperson of meetings of the stockholders. The Board of Directors may designate any other officer or director of the Corporation to act as chairperson of any meeting in the event of the absence or disability of the Chairperson of the Board of Directors, and the Board of Directors may further provide for determining who shall act as chairman of any stockholders meeting in the absence of the Chairperson of the Board of Directors and such designee.

The Secretary of the Corporation shall act as secretary of all meetings of the stockholders, but in the absence or disability of the Secretary the chairperson of the meeting may appoint any other person to act as secretary of any meeting.

2.9 Voting. Unless otherwise required by law, the Certificate of Incorporation or these Bylaws, any question (other than the election of directors) brought before any meeting of stockholders shall be decided by the vote of the holders of a majority of the stock present in person or represented by proxy and entitled to vote thereat. All elections of directors shall be decided by a plurality of the votes cast in respect of the shares present in person or represented by proxy and entitled to vote. Each stockholder present in person or represented by proxy at a meeting of stockholders shall be entitled to cast one vote for each share of the capital stock entitled to vote thereat held by such stockholder, unless otherwise provided by the Certificate of Incorporation.

2.10 Proxies. Any stockholder entitled to vote at any meeting of the stockholders may authorize another person or persons to vote at any such meeting and express such vote on behalf of him or her by proxy. A stockholder may authorize a valid proxy by executing a written instrument signed by such stockholder, or by causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature, or by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person designated as the holder of the proxy, a proxy solicitation firm or a like authorized agent. Such proxy must be filed with the Secretary of the Corporation before or at the time of the meeting at which such proxy will be voted. No such proxy shall be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the Corporation either an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies by telegram, cablegram, facsimile or other electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram, facsimile or other electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

2.11 No Stockholder Action by Written Consent. No action that is required or permitted to be taken by the stockholders of the Corporation at any annual or special meeting of stockholders may be effected by written consent of stockholders in lieu of a meeting.

2.12 Voting List. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the election, (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Corporation’s principal executive office. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

2.13 Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled (a) to examine (i) the stock ledger, (ii) the list required by Section 10 of this Article II or (iii) the books of the Corporation, or (b) to vote in person or by proxy at any meeting of stockholders.

2.14 Inspectors. The election of directors and any other vote by ballot at any meeting of the stockholders shall be supervised by at least one inspector. Such inspectors shall be appointed by the Board of Directors in advance of the meeting. If the inspector so appointed shall refuse to serve or shall not be present, such appointment shall be made by the chairperson of the meeting of stockholders.

## ARTICLE III
## DIRECTORS

3.1 Powers; Number; Qualifications. (a) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by applicable law, in the Certificate of Incorporation or in these Bylaws. In addition to the powers and authority expressly conferred upon it by applicable law, the Certificate of Incorporation or these Bylaws, the Board of Directors is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, except as otherwise specifically required by law or as otherwise provided in the Certificate of Incorporation.

(b) The number of directors which shall constitute the Board of Directors shall be nine (9) or such number as may be fixed from time to time exclusively by resolution adopted by the affirmative vote of at least a majority of the Board then in office, within the limits specified in this Article III Section 1 or in the Certificate of Incorporation. Directors need not be stockholders of the Corporation.

(c) The Board may be divided into Classes as more fully described in the Certificate of Incorporation.

3.2 Election; Term of Office; Resignation; Removal; Vacancies. Unless otherwise provided for in the Certificate of Incorporation, each director shall hold office until the next annual meeting of stockholders at which his or her Class stands for election or until such director's earlier resignation, removal from office, death or incapacity. Unless otherwise provided in the Certificate of Incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any other cause may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director and each director so chosen shall hold office until the next annual meeting and until such director's successor shall be duly elected and shall qualify, or until such director's earlier resignation, removal from office, death or incapacity.

3.3 Nominations. Nominations of persons for election to the Board of Directors of the Corporation at a meeting of stockholders of the Corporation may be made at such meeting by or at the direction of the Board of Directors, by any committee or persons appointed by the Board of Directors or by any stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Article III, Section 3. Such nominations by any stockholder shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the meeting; provided however, that in the event that less than seventy (70) days' notice or prior public disclosure of the date of the meeting is given or made to stockholders, notice by the stockholder, to be timely, must be received no later than the close of business on the tenth (10th) day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made, whichever first occurs. Such stockholder's notice to the Secretary shall set forth (i) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residence address of the person, (b) the principal occupation or employment of the person, (c) the class and number of shares of capital stock of the Corporation which are beneficially owned by the person, and (d) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to the Rules and Regulations of the Securities and Exchange Commission under Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules promulgated thereunder, and (ii) as to the stockholder giving the notice (a) the name and record address of the stockholder and (b) the class and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder, (c) a reasonably detailed description of all agreements, arrangements and understandings, direct and indirect, between the stockholder and any other person or persons (including their names) in connection with the proposal of such director by the stockholder; (d) any other information relating to the noticing stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations thereunder; (e) any proxy, contract, arrangement, understanding or relationship pursuant to which the noticing stockholder has a right to vote or has granted a right to vote any shares of any security of the Corporation; and (f) a representation that a noticing stockholder intends to appear in person or by proxy at the meeting to nominate the person(s) named in the notice and whether or not such stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares required to approve the nomination(s) and/or otherwise to solicit proxies from stockholders in support of the nomination(s). The Corporation may require any proposed nominee or stockholder giving notice to furnish such other information as may reasonably be requested. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein. The chairperson of the annual meeting of stockholders shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

3.4 Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. The first meeting of each newly elected Board of Directors shall be held immediately after and at the same place as the meeting of the stockholders at which directors are elected and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors, provided, however, that if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly, or sent by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, to each director who shall not have been present at the meeting at which such action was taken, addressed to him or her at his or her usual place of business, or shall be delivered to him or her personally. Notice of such action need not be given to any director who attends the first regular meeting after such action is taken without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any director who submits a signed waiver of notice, whether before or after such meeting.

Special meetings of the Board of Directors may be called by the Chairperson or a majority of the Board of Directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, facsimile, telegram or e-mail on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. Notice of any special meeting need not be given to any director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any director who submits a signed waiver of notice, whether before or after such meeting, and any business may be transacted thereat.

3.5 Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, at all meetings of the Board of Directors or any committee thereof, a majority of the Board of Directors or such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors or a committee thereof, as the case may be. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If a quorum shall not be present at any meeting of the Board of Directors or of any committee thereof, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.6 Chairperson of the Board. The Board of Directors shall elect one of its members to be Chairperson of the Board of Directors. The Chairperson of the Board of Directors shall lead the Board of Directors in fulfilling its responsibilities as set forth in these Bylaws, including its responsibility to oversee the business and affairs of the Corporation, and shall determine the agenda and perform all other duties and exercise all other powers which are or from time to time may be delegated to him or her by the Board of Directors.

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board of Directors, or in his or her absence, by the Chief Executive Officer, or in the absence of the Chairperson of the Board of Directors and the Chief Executive Officer, by such other person as the Board of Directors may designate or the members present may select.

3.7 Actions of Board of Directors Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

3.8 Removal of Directors by Stockholders. The entire Board of Directors or any individual Director may be removed from office with or without cause by the affirmative vote of the holders of at least a majority of the voting power of the Corporation's outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class. Notwithstanding the foregoing, if the Corporation's Board of Directors is classified, stockholders may effect such removal only for cause.

3.9 Resignations. Any Director may resign at any time by submitting an electronic transmission or by delivering a written notice of resignation to the Board of Directors or Secretary of the Corporation. Such resignation shall take effect at the time of its receipt by the Corporation unless otherwise specified in the resignation, in which case it shall become effective at the time so specified. The acceptance of a resignation shall not be required to make it effective unless otherwise specified in the resignation.

3.10 Committees. The Board of Directors may designate one or more committees, each such committee to consist of one or more of the directors of the Corporation in compliance with these Bylaws and all applicable laws, rules and regulations, including, but not limited to, the rules of the exchange on which the Corporation's common stock is listed ("Applicable Rules"). The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee subject to the Applicable Rules. Any such committee, to the extent provided by law and in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution or amending the Bylaws of the Corporation; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock or to adopt a certificate of ownership and merger. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

3.11 Compensation. The amount, if any, which each director shall be entitled to receive as compensation for such director's services, shall be fixed from time to time by resolution of the Board of Directors or any committee thereof or as an agreement between the Corporation and any Director. The directors may be reimbursed their out-of-pocket expenses, if any, of attendance at each meeting of the Board of Directors in accordance with the Corporation's policies in effect from time to time and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

3.12 Meetings by Means of Conference Telephone. Members of the Board of Directors or any committee designed by the Board of Directors may participate in a meeting of the Board of Directors or of a committee of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

## ARTICLE IV
## OFFICERS

4.1 General. The officers of the Corporation shall be elected by the Board of Directors and may consist of: Chief Executive Officer, Chief Financial Officer, Secretary and Treasurer. The Board of Directors, in its discretion, may also elect one or more Vice Presidents (including Executive Vice Presidents and Senior Vice Presidents), Assistant Secretaries, Assistant Treasurers, and such other officers as in the judgment of the Board of Directors may be necessary or desirable. Any number of offices may be held by the same person and more than one person may hold the same office, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation need not be stockholders of the Corporation, nor need such officers be directors of the Corporation.

4.2 Election. The Board of Directors at its first meeting held after each annual meeting of stockholders shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors; and all officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Except as otherwise provided in this Article IV, any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors. The salaries of all officers who are directors of the Corporation shall be fixed by the Board of Directors.

4.3 Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer or any Vice President, and any such officer may, in the name and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

4.4 Chief Executive Officer. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, the Chief Executive Officer shall have ultimate authority for decisions relating to the general management and control of the affairs and business of the Corporation and shall perform such other duties and exercise such other powers which are or from time to time may be delegated to him or her by the Board of Directors or these Bylaws, all in accordance with basic policies as established by and subject to the oversight of the Board of Directors.

4.5 Chief Financial Officer. The Chief Financial Officer shall have general supervision, direction and control of the financial affairs of the Corporation and shall perform such other duties and exercise such other powers which are or from time to time may be delegated to him or her by the Board of Directors or these Bylaws, all in accordance with basic policies as established by and subject to the oversight of the Board of Directors. In the absence of a named Treasurer, the Chief Financial Officer shall also have the powers and duties of the Treasurer as hereinafter set forth and shall be authorized and empowered to sign as Treasurer in any case where such officer's signature is required.

4.6 Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, then any Assistant Secretary shall perform such actions. If there be no Assistant Secretary, then the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

4.7 Treasurer and Assistant Treasurers. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the President, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

4.8 Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers. Any number of offices may be held by the same person.

4.9 Vacancies. The Board of Directors shall have the power to fill any vacancies in any office occurring from whatever reason.

4.10 Resignations. Any officer may resign at any time by submitting his written resignation signed by the officer to the Board of Directors, Chief Executive Officer or Secretary of the Corporation. Such resignation shall take effect at the time of its receipt by the Corporation, unless another is specified in the resignation, in which case it shall become effective at the time so specified. The acceptance of a resignation shall not be required to make it effective unless otherwise specified in the resignation.

4.11 Removal. Subject to the provisions of any employment agreement approved by the Board of Directors, any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

## ARTICLE V
## CAPITAL STOCK

5.1 Form of Certificates. The shares of stock in the Corporation may be represented by certificates, and the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be in uncertificated form. Stock certificates shall be in such forms as the Board of Directors may prescribe and signed by the Chairperson of the Board, President or a Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation.

5.2 Signatures. Any or all of the signatures on a stock certificate may be a facsimile, including, but not limited to, signatures of officers of the Corporation and countersignatures of a transfer agent or registrar. If the person who signed the certificate no longer holds office when the certificate is issued it is nonetheless valid; however, if the person who signed the certificate no longer holds office before such certificate is issued, it may be issued by the Corporation with the same effect as if such person held office at the date of issue.

5.3 Lost Certificates. The Board of Directors may direct a new stock certificate or certificates to be issued in place of any stock certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new stock certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

5.4 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of certificated stock shall be made on the books of the Corporation only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued. Transfers of uncertificated stock shall be made on the books of the Corporation only by the person then registered on the books of the Corporation as the owner of such shares or by such person's attorney lawfully constituted in writing and written instruction to the Corporation containing such information as the Corporation or its agents may prescribe. No transfer of uncertificated stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. The Corporation shall have no duty to inquire into adverse claims with respect to any stock transfer unless (a) the Corporation has received a written notification of an adverse claim at a time and in a manner which affords the Corporation a reasonable opportunity to act on it prior to the issuance of a new, reissued or re-registered share certificate, in the case of certificated stock, or entry in the stock record books of the Corporation, in the case of uncertificated stock, and the notification identifies the claimant, the registered owner and the issue of which the share or shares is a part and provides an address for communications directed to the claimant; or (b) the Corporation has required and obtained, with respect to a fiduciary, a copy of a will, trust, indenture, articles of co-partnership, Bylaws or other controlling instruments, for a purpose other than to obtain appropriate evidence of the appointment or incumbency of the fiduciary, and such documents indicate, upon reasonable inspection, the existence of an adverse claim. The Corporation may discharge any duty of inquiry by any reasonable means, including notifying an adverse claimant by registered or certified mail at the address furnished by him or, if there be no such address, at his residence or regular place of business that the security has been presented for registration of transfer by a named person, and that the transfer will be registered unless within thirty days from the date of mailing the notification, either (a) an appropriate restraining order, injunction or other process issues from a court of competent jurisdiction; or (b) an indemnity bond, sufficient in the Corporation's judgment to protect the Corporation and any transfer agent, registrar or other agent of the Corporation involved from any loss which it or they may suffer by complying with the adverse claim, is filed with the Corporation.

5.5 Fixing Record Date. In order that the Corporation may determine the stockholders entitled to notice or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than ten (10) days after the date upon which the resolution fixing the record date of action with a meeting is adopted by the Board of Directors, nor more than sixty (60) days prior to any other action. If no record date is fixed:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

5.6 Registered Stockholders. Prior to due presentment for transfer of any share or shares, the Corporation shall treat the registered owner thereof as the person exclusively entitled to vote, to receive notifications and to all other benefits of ownership with respect to such share or shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State Delaware.

5.7 Transfer Agent and Registrar. The Board of Directors may appoint one (1) or more transfer agents and one (1) or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

## ARTICLE VI
## INDEMNIFICATION OF DIRECTORS AND OFFICERS

6.1 The Corporation shall indemnify and provide advancement to any Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. The rights to indemnification and advancement conferred in this Article shall be contract rights. In furtherance of the foregoing indemnification and advancement obligations, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Corporation. Any Indemnitee shall be entitled to the rights of indemnification and advancement provided in this Section 1(a) of Article VI if, by reason of his or her Corporate Status (as defined below), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding other than a Proceeding by or in the right of the Corporation. Pursuant to this Section 1(a) of Article VI, any Indemnitee shall be indemnified against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Corporation. Any Indemnitee shall be entitled to the rights of indemnification and advancement provided in this Section 1(b) of Article VI if, by reason of his or her Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Corporation. Pursuant to this Section 1(b) of Article VI, any Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been finally adjudged to be liable to the Corporation unless and to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought shall determine that such indemnification may be made.

6.2 Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and advancement of expenses to employees and agents of the Corporation.

6.3 Advancement. Notwithstanding any other provision of this Article, the Corporation shall advance all Expenses incurred by or on behalf of any Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Corporation of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding, and regardless of such Indemnitee's ability to repay any such amounts in the event of an ultimate determination that Indemnitee is not entitled thereto. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 6.3 shall be unsecured and interest free.

6.4 Non-Exclusivity. The rights to indemnification and to the payment of Expenses incurred in defending a Proceeding in advance of the final disposition of such Proceeding conferred in this Article shall not be exclusive of any other rights which any person may have or hereafter acquire under applicable law, the Certificate of Incorporation, these Bylaws, any agreement, vote of stockholders, resolution of directors or otherwise.

6.5 Insurance. The Corporation shall have the power to purchase and maintain insurance, at its expense, on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Corporation, or who is serving, was serving, or has agreed to serve at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprises, against any liability asserted against him or her and incurred by him or her or on his or her behalf in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

6.6 Exception to Rights of Indemnification and Advancement. Notwithstanding any provision in this Article, the Corporation shall not be obligated by this Article to make any indemnity or advancement in connection with any claim made against an Indemnitee:

(a) for an accounting of profits made from the purchase and sale (or sale and purchase) by such Indemnitee of securities of the Corporation within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law;

(b) for reimbursement to the Corporation of any bonus or other incentive-based or equity based compensation or of any profits realized by Indemnitee from the sale of securities of the Corporation in each case as required under the Exchange Act; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by such Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by such Indemnitee against the Corporation or its directors, officers, employees or other Indemnitees, unless (i) the Corporation has joined in or, prior to such Proceeding's initiation, the Board of Directors authorized such Proceeding (or any part of such Proceeding), (ii) the Corporation provides the indemnification or advancement, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law, or (iii) the Proceeding is one to enforce such Indemnitee's rights under this Article, Article VII of the Certificate of Incorporation or any other indemnification, advancement or exculpation rights to which Indemnitee may at any time be entitled under applicable law or any agreement.

6.7 Defined Terms.

(a) For purposes of this Article, references to "Corporate Status" describes the status of an individual who is or was a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of the Corporation or of any other Enterprise that such individual is or was serving at the request of the Corporation.

(b) For purposes of this Article, references to "Expenses" shall include all direct and indirect costs, fees and expenses of any type or nature whatsoever, including, without limitation, all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Article VI, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in, a Proceeding, including, without limitation, reasonable compensation for time spent by the Indemnitee for which he or she is not otherwise compensated by the Corporation or any third party. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the principal, premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent.

(b) For purposes of this Article, references to "Indemnitee" includes any current or former director or officer of the Corporation.

(c) For purposes of this Article, references to "Proceeding" shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including appeal therefrom, in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Corporation, by reason of any action (or failure to act) taken by him or of any action (or failure to act) on his part while acting as a director, officer, employee or agent of the Corporation, or by reason of the fact that Indemnitee is or was serving at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Article. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this Article.

(d) For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting Corporation, any constituent Corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer employee or agent of such constituent Corporation, or is or was serving at the request of such constituent Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article with respect to the resulting or surviving Corporation as he would have with respect to such constituent Corporation of its separate existence had continued.

(e) For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

6.8 Survival of Indemnification and Advancement Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII
## GENERAL PROVISIONS

7.1 Reliance on Books and Records. Each Director, each member of any committee designated by the Board of Directors, and each officer of the Corporation, shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

7.2 Maintenance and Inspection of Records. The Corporation shall, either at its principal executive office or at such place or places as designated by the Board of Directors, keep a record of its stockholders listing their names and addresses and the number and class of shares held by each stockholder, a copy of these by-laws, as may be amended to date, minute books, accounting books and other records.

Any such records maintained by the Corporation may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to the provisions of the DGCL. When records are kept in such manner, a clearly legible paper form produced from or by means of the information storage device or method shall be admissible in evidence, and accepted for all other purposes, to the same extent as an original paper form accurately portrays the record.

Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its stockholders, and its other books and records and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent is the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing that authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the Corporation at its registered office in Delaware or at its principal executive office.

7.3 Inspection by Directors. Any director shall have the right to examine the Corporation's stock ledger, a list of its stockholders, and its other books and records for a purpose reasonably related to his or her position as a director.

7.4 Dividends. Subject to the provisions of the Certificate of Incorporation, if any, dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to applicable law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

7.5 Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other persons as the Board of Directors may from time to time designate.

7.6 Fiscal Year. The fiscal year of the Corporation shall be as determined by the Board of Directors. If the Board of Directors shall fail to do so, the President shall fix the fiscal year.

7.7 Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

7.8 Amendments. (a) Subject to the provisions of the Certificate of Incorporation, the Board of Directors may make, alter, amend, add to or repeal any and all of these Bylaws by resolution adopted by a majority of the directors then in office or by the affirmative vote of a majority of directors present at any regular or special meeting of the Board at which a quorum is present.

(b) Subject to the provisions of the Certificate of Incorporation, the affirmative vote of the holders of a majority of the voting power of the Corporation's then outstanding shares entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to make, alter, amend, add to or repeal any or all Bylaws of the Corporation or to adopt any provision inconsistent therewith.

7.9 Interpretation of Bylaws. All words, terms and provisions of these Bylaws shall be interpreted and defined by and in accordance with the DGCL.

**Exhibit 10.1**

**ESCROW AGREEMENT**

ESCROW AGREEMENT (this "Agreement") dated July 24, 2017 by and among Harmony Merger Corp., a Delaware corporation ("Harmony"), York Credit Opportunities Fund, L.P., a Delaware limited partnership (the "Representative"), in its capacity as the representative of the Owners (defined below), Eric Rosenfeld and David Sgro, acting collectively as the committee representing the interests of Harmony (the "Committee") and Continental Stock Transfer & Trust Company, a New York corporation, as escrow agent (the "Escrow Agent").

Harmony, Harmony Merger Sub, LLC, a Delaware limited liability company ("Merger Sub"), NextDecade, LLC, a Delaware limited liability company (the "Company"), and the other signatories party thereto, have entered into that certain Agreement and Plan of Merger dated as of April 17, 2017 (as amended, modified, supplemented or restated from time to time, the "Merger Agreement"; capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Merger Agreement), pursuant to which (i) the Blocker Companies have merged with and into Harmony, with Harmony surviving and (ii) Merger Sub has merged with and into the Company, with the Company surviving as a wholly-owned subsidiary of Harmony and Harmony has issued shares of Harmony common stock, par value $0.0001 per share ("Harmony Shares"), to the former Blocker Owners and the former Members of the Company (such former Members together with all Permitted Transferees (as defined below) of such former Members, the "Owners") as consideration for their Blocker Membership Interests and Company Membership Interests, respectively.

Pursuant to Section 2.9(a) of the Merger Agreement, the Committee has been appointed by the board of directors of Harmony to take all necessary actions and make all decisions on behalf of Harmony for purposes of this Agreement. Pursuant to Section 2.9(b) of the Merger Agreement, the Representative has been designated by the Owners to take all actions and make all determinations on behalf of the Owners for purposes of this Agreement.

Pursuant to the Merger Agreement, the parties desire to, and have agreed to, establish an escrow fund as the sole remedy for the indemnification obligations set forth in Article IX of the Merger Agreement.

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Appointment**. Harmony, the Committee and the Representative hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby agrees to act as escrow agent and to hold, safeguard and disburse the Escrow Fund (defined below) pursuant to the terms and conditions hereof. It shall treat the Escrow Fund as a trust fund in accordance with the terms of this Agreement and not as the property of Harmony. The Escrow Agent's duties hereunder shall terminate upon its distribution of the entire Escrow Fund in accordance with this Agreement.

2. **Escrow Fund**. Pursuant to Section 2.8 of the Merger Agreement, Harmony is delivering, or causing to be delivered, to the Escrow Agent, 2,954,712 Harmony Shares, subject to the terms and conditions of the Merger Agreement, which shall be allocated among the Owners in accordance with the allocation set forth on Schedule 2 attached hereto (the "Escrow Amount"). The Escrow Amount is being delivered to the Escrow Agent together with five (5) share powers from each Owner separate from the share certificates executed in blank by each such Owner with signature medallion guaranteed (or in lieu of such share powers being medallion guaranteed, accompanied by an appropriate waiver form addressed to the Escrow Agent). The Harmony Shares delivered to the Escrow Agent pursuant to this Section 2 are herein referred to in the aggregate as the "Escrow Fund." The Escrow Fund shall represent the sole remedy of Harmony and any Indemnified Party for Indemnification Claims (defined below). The Escrow Agent shall maintain a separate account for each Owner's portion of the Escrow Fund.

3. **Ownership and Rights with Respect to the Escrow Fund**.

(a) Except as herein provided, the Owners shall be entitled to exercise all of their rights as stockholders of Harmony with respect to Harmony Shares constituting the Escrow Fund during the Escrow Period, including, without limitation, the right to vote their Harmony Shares included in the Escrow Fund. The "Escrow Period" shall mean the period of time from and after the Closing and continuing until the later of (i) the date that is one (1) year after the Closing, and (ii) the date of the release of any Harmony Shares in the Pending Claims Reserve provided in Section 5 hereunder.

(b) During the Escrow Period, all dividends payable in cash with respect to Harmony Shares included in the Escrow Fund shall be paid to the Owners, but all dividends payable in stock or other non-cash property ("Non-Cash Dividends") shall be delivered to the Escrow Agent to hold in accordance with the terms hereof. As used herein, the term "Escrow Fund" shall be deemed to include the Non-Cash Dividends distributed thereon, if any.

(c) During the Escrow Period, no sale, transfer or other disposition may be made of any or all Harmony Shares in the Escrow Fund except (i) to a "Permitted Transferee" (as hereinafter defined), (ii) by virtue of the laws of descent and distribution upon death of any Owner, or (iii) pursuant to a qualified domestic relations order (each such transfer a "Permitted Transfer"); provided, however, that such Permitted Transfers may be implemented only upon the respective transferee's written agreement to be bound by the terms and conditions of this Agreement. As used in this Agreement, the term "Permitted Transferee" shall include: (1) members of an Owner's "Immediate Family" (as hereinafter defined); (2) an entity in which (A) an Owner and/or members of an Owner's Immediate Family beneficially own 100% of such entity's voting and non-voting equity securities, or (B) an Owner and/or a member of such Owner's Immediate Family is a general partner and in which such Owner and/or members of such Owner's Immediate Family beneficially own 100% of all capital accounts of such entity; (3) a revocable trust established by an Owner during his or her lifetime for the benefit of such Owner or for the exclusive benefit of all or any member of such Owner's Immediate Family; and (4) any Affiliate. As used in this Agreement, the term "Immediate Family" means, with respect to any Owner, a spouse, parent, lineal descendants, the spouse of any lineal descendant, and brothers and sisters (or a trust, all of whose current beneficiaries are members of an Immediate Family of the Owner). As used in this Agreement, "Affiliate" means, as applied to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with, such Person. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. As used in this Agreement, "Person" means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or governmental entity. Upon receipt of an agreement to be bound by the terms and conditions of this Agreement as required above, the Escrow Agent shall deliver to Harmony's transfer agent the original share certificate out of which the assigned shares are to be transferred, and shall request that Harmony issue new certificates representing (x) the number of shares, if any, that continue to be owned by the transferring Owner, and (y) the number of shares owned by the Permitted Transferee as the result of such transfer, each of which shall be returned to the Escrow Fund hereunder until the expiration of the Escrow Period. Harmony, the transferring Owner and the Permitted Transferee shall cooperate in all respects with the Escrow Agent in documenting each such transfer and in effectuating the result intended to be accomplished thereby. During the Escrow Period, no Owner shall pledge or grant a security interest in such Owner's Harmony Shares included in the Escrow Fund or grant a security interest in such Owner's rights under this Agreement.

4. **Indemnification Claims**.

(a) Established Claims.

(i) If, at any time on or before the end of the Escrow Period, any Parent Indemnitee (as defined in the Merger Agreement) is entitled to make a claim for indemnification pursuant to Article IX of the Merger Agreement (an "Indemnification Claim"), after fully complying with the procedures and obligations required therein, the Committee may deliver written notice to the Representative (each a "Notice"), with a copy to the Escrow Agent, that contains (i) a description, in reasonable detail, of the nature of the Indemnification Claim, (ii) the total amount of the actual out-of-pocket Loss or the anticipated potential Loss (including any costs or expenses, along with the method of calculation thereof, which have been or may be reasonably incurred in connection therewith), (iii) whether such Loss may be covered (in whole or in part) under any insurance or contractual indemnification rights or other reimbursement arrangements and the estimated amount of such Loss which may be covered under such insurance or contractual indemnification rights or other reimbursement arrangements, and (iv) the basis of the Committee's request for indemnification under the Merger Agreement in reasonable detail, including a reference to the specific provision of the Merger Agreement alleged to have been breached, and, if applicable, noting that such Indemnification Claim is a Blocker Claim (as defined below). Each such Notice will request that the Escrow Agent distribute all or a portion of the Escrow Fund (the "Distribution Request Amount") to Harmony in satisfaction of the amount of such Indemnification Claim, subject to the limitations, procedures and obligations required by Article IX of the Merger Agreement, together with a copy of any other documentation required pursuant to the terms of the Merger Agreement.

(ii) If the Representative provides a notice to the Committee (with a copy to the Escrow Agent) (a "Counter Notice"), within thirty (30) days following the date of the Notice (such thirty (30)-day period, the "Representative Review Period"), disputing all or a portion of the matters or amounts described in the Notice, the Representative and the Committee shall attempt to resolve such dispute by voluntary settlement as provided in Section 4(b) below. If no Counter Notice with respect to an Indemnification Claim is received by the Escrow Agent from the Committee within the Representative Review Period, then the Distribution Request Amount in the Indemnification Claim shall be deemed to be an Established Claim (defined below) for purposes of this Agreement and if a Counter Notice is delivered disputing only a portion of the matters or amounts described in the Notice, the undisputed portion of the Distribution Request Amount pertaining to such Indemnification Claim shall be deemed to be an Established Claim.

(iii) As used in this Agreement, "Established Claim" means any (i) portion of any Distribution Request Amount that is not disputed pursuant to Section 4(a)(ii) above, (ii) portion of any Distribution Request Amount that is resolved by mutual resolution pursuant to Sections 4(b)(i) and (ii), resulting in an award to Harmony, or (iii) portion of any Distribution Request Amount that has been sustained by a final determination (after exhaustion of any appeals) of a court of competent jurisdiction. Notwithstanding anything herein to the contrary, each Indemnification Claim shall be subject to the limitations, procedures and obligations set forth in Article IX of the Merger Agreement, and no portion of any Indemnification Claim may be deemed to be an Established Claim or otherwise payable under Article IX of the Merger Agreement unless and until the aggregate amount of all indemnifiable Losses under Section 9.4(d) of the Merger Agreement exceeds the Deductible, in which event the Distribution Request Amount of such Indemnity Claim must only include Losses incurred in excess of such Deductible. The Owners' aggregate liability for Losses shall not in any event exceed the value of the Escrow Fund.

(iv) Promptly after any portion of an Indemnification Claim becomes an Established Claim, the Representative and the Committee shall jointly deliver a notice to the Escrow Agent (a "Joint Notice") directing the Escrow Agent to pay to Harmony, and the Escrow Agent, upon receipt of the Joint Notice, promptly shall deliver to Harmony, the number of Harmony Shares from the Escrow Fund (such Harmony Shares to be delivered pursuant to the Joint Notice, "Escrow Shares"), subject to the provisions of Sections 4(a)(v) and (vi) below, with a value equal to (subject to satisfaction of the Deductible described in Section 4(a)(iii) above) the dollar amount of the Distribution Request Amount comprising the Established Claim (or, if at such time there remains in the Escrow Fund less than the full amount so payable, the full amount remaining in the Escrow Fund); provided, that any Established Claim relating to (i) the inaccuracy or breach of any representation or warranty of a Blocker Entity contained in Article III of the Merger Agreement or (ii) the non-fulfillment or breach of any covenant or agreement contained in Section 6.3 thereof (each, a "Blocker Claim"), shall be indemnifiable solely by recourse to the proportionate share of the Escrow Shares from each account maintained on behalf of each Blocker Owner affiliated with the relevant Blocker Entity.

(v) Payment of an Established Claim shall be made from the Escrow Fund in an amount of Escrow Shares pro rata from each account maintained on behalf of each Owner, provided, that, Established Claims described in the proviso of the preceding paragraph shall be indemnifiable solely by recourse to the proportionate share of the Escrow Shares from each account maintained on behalf of each Blocker Owner affiliated with the relevant Blocker Entity. For purposes of each payment, such Escrow Shares shall be valued at $10.218 per share. The Escrow Agent shall transfer to Harmony out of the Escrow Fund that number of Escrow Shares necessary to satisfy each Established Claim, as set out in the Joint Notice. Each transfer of Escrow Shares in satisfaction of an Established Claim shall be made by the Escrow Agent delivering to Harmony's transfer agent one or more stock certificates held in each applicable Owner's account evidencing not less than such Owner's pro rata portion of the aggregate number of Escrow Shares specified in the Joint Notice, together with share powers separate from certificate executed in blank by such Owner and completed by the Escrow Agent in accordance with instructions included in the Joint Notice, and receiving in return new certificates representing the number of Escrow Shares owned by each such Owner after such payment. The parties hereto (other than the Escrow Agent) agree that the foregoing right to make payments of Established Claims in Escrow Shares may be made notwithstanding any other agreements restricting or limiting the ability of any Owner to sell any Escrow Shares or otherwise. The Representative and the Committee will exercise utmost good faith in all matters relating to the preparation and delivery of each Joint Notice.

(vi) Notwithstanding anything herein to the contrary, at such time as any portion of an Indemnification Claim has become an Established Claim, the Owners shall have the right to substitute for the Escrow Shares that otherwise would be paid in satisfaction of such claim cash in an amount equal to the number of such Escrow Shares multiplied by $10.218 ("Substituted Cash"). In such event (i) the Joint Notice shall include a statement describing the substitution of Substituted Cash for such Escrow Shares, and (ii) substantially contemporaneously with the delivery of such Joint Notice, the Owners shall cause currently available funds to be delivered to the Escrow Agent in an amount equal to the Substituted Cash. Upon receipt of such Joint Notice and Substituted Cash, the Escrow Agent shall confirm receipt to the Representative and the Committee and (x) in payment of the Established Claim described in the Joint Notice, deliver the Substituted Cash to Harmony in lieu of any Escrow Shares, and (y) cause the Escrow Shares related to the Substituted Cash to be delivered to the Owners in book-entry form (to the extent possible).

(b) Disputed Claims. If a Counter Notice is delivered by the Representative within the Representative Review Period, then:

(i) for the sixty (60)-day period immediately following the date of such notice, the Representative and the Committee shall attempt to resolve such dispute by consultation and negotiation with each other before taking any other action; and

(ii) if the Representative and the Committee are unable to reach a settlement with respect to a dispute, such dispute shall be resolved in accordance with Section 11 hereof.

5. **Scheduled Distributions of Escrow Fund**.

(a) On the first business day after the date that is one (1) year after the Closing, the Escrow Agent shall, upon receipt of a Joint Notice, distribute and deliver to each Owner certificates representing the Harmony Shares then in such Owner's account in the Escrow Fund equal to the original number of Harmony Shares placed in such Owner's account less the sum of (i) the number of Escrow Shares applied in satisfaction of Indemnification Claims made prior to the Escrow Termination Date and (ii) the number of Escrow Shares in the Pending Claims Reserve allocated to such Owner's account, in book-entry form (to the extent possible), as provided in the following sentence; provided, that to the extent that any Escrow Shares have previously been released to Parent in satisfaction of any Blocker Claims, then the proportionate share of the Blocker Owner or the Blocker Owners affiliated with such Blocker Entity shall be reduced accordingly. If, at such time, there are any Indemnification Claims with respect to which Notices have been received but which have not been resolved pursuant to Section 4 hereof, a final determination (after exhaustion of any appeals) by a court of competent jurisdiction, as the case may be (in either case, "Pending Claims"), and which, if resolved or finally determined in favor of Harmony, would result in a payment of Escrow Shares to Harmony, the Escrow Agent shall retain in the Pending Claims Reserve that number of Escrow Shares having a value equal to the Distribution Request Amount for such Indemnification Claims, allocated pro rata from the account maintained on behalf of each Owner. Thereafter, if any Pending Claim becomes an Established Claim, the Representative and Harmony shall deliver to the Escrow Agent a Joint Notice directing the Escrow Agent to deliver to Harmony the number of Escrow Shares in the Pending Claims Reserve in respect thereof determined in accordance with Section 4(a)(iii) above and to deliver to each Owner the remaining Escrow Shares in the Pending Claims Reserve allocated to such Pending Claim, all as specified in the Joint Notice. If any Pending Claim is resolved without resulting in an Established Claim, the Representative and the Committee shall deliver to the Escrow Agent a Joint Notice directing the Escrow Agent to pay to each Owner its pro rata portion of the number of Escrow Shares allocated to such Pending Claim in the Pending Claims Reserve.

(b) As used herein, the "Pending Claims Reserve" shall mean, at the time any such determination is made, that number of Harmony Shares in the Escrow Fund having a value equal to the sum of the aggregate Distribution Request Amounts claimed with respect to all Pending Claims (as shown in the Notices of such Claims), subject to the Deductible described in Section 4(a)(iii) above and Article IX of the Merger Agreement.

(c) The Escrow Agent, the Representative and the Committee shall cooperate in all respects with one another in the calculation of any amounts determined to be payable to Harmony and the Owners in accordance with this Agreement and in implementing the procedures necessary to effect such payments.

(d) Notwithstanding anything to the contrary herein, any portion or all of the Escrow Fund shall be promptly (but in any event within three (3) business days) released and distributed to the Owners, allocated among the Owners in accordance with the allocation set forth on Schedule 2 attached hereto, (i) pursuant to a Joint Notice delivered to the Escrow Agent or (ii) upon the Escrow Agent receiving a certified copy of a final non-appealable award, judgment or order issued by a court of competent jurisdiction relating to such claim (a "Judgment") directing delivery of all or a portion of the Escrow Amount, as applicable, along with payment delivery instructions (and that the Escrow Agent should disburse all or a portion of the Escrow Amount, as applicable, as provided in such Judgment); provided, that to the extent any Escrow Shares have, prior to the Escrow Termination Date been released to Parent in satisfaction of any Blocker Claim, then the proportionate share of the Blocker Owner or the Blocker Owners affiliated with such Blocker Entity shall be reduced accordingly.

6. **Escrow Agent.**

(a) The Escrow Agent undertakes to perform only such duties as are expressly set forth herein. It is understood that the Escrow Agent is not a trustee or fiduciary and is acting hereunder merely in a ministerial capacity.

(b) In the event of any conflict between the terms and provisions of this Agreement, those of the Merger Agreement, any schedule or exhibit attached to this Agreement, or any other agreement between the parties, the terms and provisions of the Merger Agreement shall control; provided, that, notwithstanding the terms of any other agreement between the parties, the terms and conditions of this Agreement shall control the actions of the Escrow Agent.

(c) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as the truth and acceptability of any information therein contained) which is reasonably believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall have given its prior written consent thereto.

(d) The Escrow Agent's sole responsibility upon receipt of any notice requiring any payment to Harmony or the Owners pursuant to the terms of this Agreement or, if such notice is disputed by the Representative or the Committee the settlement with respect to any such dispute, whether by virtue of joint resolution, arbitration or determination of a court of competent jurisdiction, is to pay to Harmony or the Owners, as applicable, the amount specified in such notice, and the Escrow Agent shall have no duty to determine the validity, authenticity or enforceability of any specification or certification made in such notice.

(e) The Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, other than actions which have been finally adjudicated by a court of competent jurisdiction to constitute willful misconduct or gross negligence, and may consult with counsel of its own choice and shall have full and complete authorization and indemnification under Section 8, below, for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel unless such actions have been finally adjudicated by a court of competent jurisdiction to constitute willful misconduct or gross negligence.

(f) This Agreement expressly sets forth all the duties of the Escrow Agent with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not be bound by the provisions of any agreement among the parties hereto except this Agreement and shall have no duty to inquire into the terms and conditions of any agreement made or entered into in connection with this Agreement, including, without limitation, the Merger Agreement.

7. **Resignation; Succession**.

(a) The Escrow Agent may resign at any time and be discharged from its duties as escrow agent hereunder by its giving the other parties hereto thirty (30) days prior written notice and such resignation shall become effective as hereinafter provided. Such resignation shall become effective at such time that the Escrow Agent shall turn over the Escrow Fund to a successor escrow agent appointed jointly by the Representative and the Committee. If no new escrow agent is so appointed within the sixty (60)-day period following the giving of such notice of resignation, the Escrow Agent may deposit the Escrow Fund with any court it reasonably deems appropriate.

(b) The parties may remove the Escrow Agent at any time and for any reason (or for no reason) and the Escrow Agent shall resign and be discharged from its duties as escrow agent hereunder if so requested in writing at any time, jointly; provided, however, that such resignation shall become effective only upon the joint agreement and acceptance by the Representative and the Committee of the appointment of a successor escrow agent as provided in this Section 7.

8. **Indemnification and Reimbursement**. The Escrow Agent shall be indemnified and held harmless by Harmony from and against any expenses, including reasonable and documented counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim that arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, or the Escrow Fund held by it hereunder, other than expenses or losses arising from the gross negligence or willful misconduct of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the other parties hereto in writing. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the nature of interpleader in any state or federal court located in the Borough of Manhattan, State of New York. Notwithstanding anything herein to the contrary, the Escrow Agent shall not be relieved from liability hereunder for its own gross negligence or its own willful misconduct. The Parties agree that no payment by Harmony of any claim by the Escrow Agent for indemnification hereunder shall impair, limit, modify, or affect, the respective rights and obligations of the Representative, Harmony and the Committee under this Agreement.

9. **Compensation**. The Escrow Agent shall be entitled to reasonable compensation from Harmony for all services rendered by it hereunder. The Escrow Agent shall also be entitled to reimbursement from Harmony for all expenses paid or incurred by it in the administration of its duties hereunder including, but not limited to, all counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges.

10. From time to time on and after the date hereof, the Representative, the Committee and Harmony shall deliver or cause to be delivered to the Escrow Agent such further documents and instruments and shall do or cause to be done such further acts as the Escrow Agent shall reasonably request to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

11. **Disputes**. All disputes arising under this Agreement between Harmony and the Committee and the Representative, including a dispute arising from a party's failure or refusal to sign a Joint Notice, shall be resolved in the same manner as disputes under the Merger Agreement are to be resolved, unless otherwise provided for herein.

12. **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or sent via email or telecopy to the Parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a Party as shall be specified by like notice):

(a) If to Harmony, to it at:

Harmony Merger Corp.
777 Third Avenue, 37th Floor
New York NY 10017
Attention: Eric Rosenfeld
Telephone: (212) 319-7676
Telecopy: (212) 319-0760
E-mail: erosenfeld@crescendopartners.com

with a copy to:

Graubard Miller
The Chrysler Building
405 Lexington Avenue
New York, New York 10174-1901
Attention: David Alan Miller, Esq. / Jeffrey M. Gallant, Esq.
Telephone: (212) 818-8880
Telecopy: (212) 818-8881
Email: dmiller@graubard.com / jgallant@graubard.com

(b) If to the Representative, to it at:

York Credit Opportunities Fund, L.P.
c/o York Capital Management
767 Fifth Avenue, 17th Floor
New York, NY 10153
Attention: General Counsel

with copies to:

Weil, Gotshal & Manges LLP
767 5th Avenue
New York, NY 10153
Attention: Jaclyn L. Cohen
Fax: (212) 310-8007
E-mail: jackie.cohen@weil.com

King & Spalding LLP
1100 Louisiana Suite 4000
Houston, TX 77002
Attention: Kenneth S Culotta; Jeffery K. Malonson
Telephone: (713) 276-7374 / (713) 751-3275
Telecopy: (713) 751 3290
Email: kculotta@kslaw.com; jmalonson@kslaw.com

(c) If to the Escrow Agent, to it at:

Continental Stock Transfer & Trust Company
17 Battery Place
New York, New York 10004
Attention: Mark Zimkind
Fax: 212-509-5150

(d) or to such other person or address as any of the parties hereto shall specify by notice in writing to all the other parties hereto.

(e) If this Agreement requires a party to deliver any notice or other document, and such party refuses to do so, the matter shall be submitted for resolution pursuant to Section 11 of this Agreement.

13. **Miscellaneous**.

(a) This Agreement cannot be changed or terminated except by a writing signed by Harmony, the Committee, the Representative and the Escrow Agent.

(b) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, assigns and legal representatives shall be governed by and construed in accordance with the law of New York applicable to contracts made and to be performed therein.

(c) Each of the Representative, Harmony, the Committee and the Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the Borough of Manhattan, State of New York.

(d) Each of the parties will be entitled to an injunction, restraining order or other equitable relief to prevent breaches of the provisions of this Agreement by the other party and to enforce specifically the terms and provisions hereof, without proof of actual damages or any requirement to post a bond, in any court of competent jurisdiction in the United States or any state thereof, in addition to any other remedy to which it may be entitled at law or equity.

(e) This Agreement and any joint written instructions from the parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the parties to this Agreement may be transmitted by facsimile or portable document format (.pdf) signature pages, and such facsimile or portable document format (.pdf) signature pages will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(f) If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(g) **Waiver of Jury Trial**. EACH OF THE REPRESENTATIVE, HARMONY, THE COMMITTEE AND THE ESCROW AGENT WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE RESPECTING ANY MATTER ARISING UNDER THIS AGREEMENT.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**HARMONY MERGER CORP.**

By: /s/ Eric S. Rosenfeld
Name: Eric S. Rosenfeld
Title: Chief Executive Officer

[*Signature Page to Escrow Agreement*]

**REPRESENTATIVE**

YORK CREDIT OPPORTUNITIES FUND, L.P.

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Escrow Agreement*]

**COMMITTEE**

/s/ Eric S. Rosenfeld

Name: Eric S. Rosenfeld

/s/ David D. Sgro

Name: David D. Sgro

[*Signature Page to Escrow Agreement*]

**ESCROW AGENT**

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Kevin Jennings
Name: Kevin Jennings
Title: ICG President

*Signature Page to Escrow Agreement*]

**Schedule 2**

**ESCROW SHARES ALLOCATION**

| Name | Address | No. of Escrow Shares |
|---|---|---|
| York Capital Management, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 276,716 |
| York Credit Opportunities Fund, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 351,903 |
| York Select, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 116,469 |
| York Credit Opportunities Investments Master Fund, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 378,148 |
| York European Distressed Credit Fund II, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 75,543 |
| York Multi-Strategy Master Fund, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 406,281 |
| York Select Investors Master Fund, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 26,569 |
| York Select Master Fund, L.P. | York Capital Management<br>Attention: General Counsel<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153 | 101,805 |
| Valinor Capital Partners SPV XIX, LLC | Valinor Management, L.P.<br>Attention: David Angstreich<br>510 Madison Avenue, 25th Floor<br>New York, NY 10022 | 114,736 |
| Valinor Capital Partners SPV XXII, LLC | Valinor Management, L.P.<br>Attention: David Angstreich<br>510 Madison Avenue, 25th Floor<br>New York, NY 10022 | 14,903 |
| VND Partners, L.P. | Valinor Management, L.P.<br>Attention: David Angstreich<br>510 Madison Avenue, 25th Floor<br>New York, NY 10022 | 144,414 |

| Name | Address | No. of Escrow Shares |
|---|---|---|
| Valinor Capital Partners Offshore Master Fund, L.P. | Valinor Management, L.P.<br>Attention: David Angstreich<br>510 Madison Avenue, 25th Floor<br>New York, NY 10022 | 311,549 |
| Halcyon Energy, Power, and Infrastructure Capital Holdings LLC | Halcyon Capital Management<br>Attention: Aaron Goldberg<br>477 Madison Avenue, 9th Floor<br>New York, NY 10022 | 52,415 |
| HCN LP | Halcyon Capital Management<br>Attention: Aaron Goldberg<br>477 Madison Avenue, 9th Floor<br>New York, NY 10022 | 122,266 |
| Halcyon Mount Bonnell Fund LP | Halcyon Capital Management<br>Attention: Aaron Goldberg<br>477 Madison Avenue, 9th Floor<br>New York, NY 10022 | 79,497 |
| First Series of HDML Fund I, LLC | Halcyon Capital Management<br>Attention: Aaron Goldberg<br>477 Madison Avenue, 9th Floor<br>New York, NY 10022 | 19,102 |
| GE Oil & Gas, LLC | GE Oil & Gas, LLC<br>Attn: Juan Cuesta<br>4425 Westway Park Blvd.<br>Westway 3<br>Houston, Texas 77041 | 65,583 |
| NexPoint Credit Strategies Fund | 300 Crescent Court, Suite 700<br>Dallas, Texas 75021 | 18,350 |
| Kathleen Eisbrenner | 214 N. Tranquil Path<br>The Woodlands, Texas 77380 | 260,569 |
| René van Vliet | OUD Wassenaatsewg 25 2243 BT Wassenaas,<br>The Netherlands | 4,987 |
| Alfonso Puga | Joan Obiols 15-17 08034<br>Barcelona, Spain | 2,850 |
| Benjamin Atkins | 14 Waterway Court<br>The Woodlands, TX 77380 | 2,779 |
| Krysta De Lima | 27 Estherwood Place<br>Magnolia, Texas 77354 | 2,066 |
| Shaun Davison | 6 Stanwick Place<br>The Woodlands, Texas 770382 | 3,990 |
| Raymond Eisbrenner | 214 N. Tranquil Path<br>The Woodlands, Texas 77380 | 855 |
| James Spencer | 30 Laurelhurst Circle<br>The Woodlands, TX 77382 | 367 |

**Exhibit 10.2**

**REGISTRATION RIGHTS AGREEMENT**

**BY AND BETWEEN**

**NEXTDECADE CORPORATION, formerly known as HARMONY MERGER CORP.**

**AND**

**THE STOCKHOLDERS SET FORTH ON SCHEDULE I AND SCHEDULE II ATTACHED HERETO**

**DATED JULY 24, 2017**

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This **REGISTRATION RIGHTS AGREEMENT** (this "**Agreement**"), dated as of July 24, 2017, is made and entered into by and among NextDecade Corporation, formerly known as Harmony Merger Corp., a Delaware corporation (the "**Company**") and certain persons and entities listed on Schedule I (the "**ND Holders**") and Schedule II (the "**Legacy Holders**" and together with the ND Holders, the "**Holders**") attached hereto. Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Merger Agreement.

**RECITALS**

**WHEREAS**, reference is made to that certain Agreement and Plan of Merger, dated as of April 17, 2017, by and among Harmony Merger Corp., Harmony Merger Sub, LLC, a Delaware limited liability company, NextDecade, LLC, a Delaware limited liability company, and the other signatories thereto (as it may be modified or amended, the "**Merger Agreement**");

**WHEREAS**, pursuant to Section 2.5(a)(i) of the Merger Agreement, the Company issued shares of Common Stock (the "**Company Shares**") to the ND Holders;

**WHEREAS**, pursuant to Section 2.5(a)(ii) of the Merger Agreement, the Company issued restricted shares of Common Stock, which shares are subject to certain transfer and forfeiture restrictions (the "**Restricted Closing Shares**"), to the ND Holders;

**WHEREAS**, pursuant to Section 2.12 of the Merger Agreement, the Company shall issue additional shares of Common Stock upon the achievement by the Company of each of the milestones specified in Section 2.11 (i) – (iv) of the Merger Agreement (the "**Contingent Shares**") to the ND Holders;

**WHEREAS**, pursuant to Section 7.22 of the Merger Agreement, the Company agreed to register for resale under the Securities Act of 1933, as amended (the "**Securities Act**"), the shares of Common Stock issued to the ND Holders; and

**WHEREAS**, prior to the Company's initial public offering and certain times thereafter, the Company issued Initial Shares, Private Units and Working Capital Units (collectively, the "**Legacy Securities**") to the Legacy Holders; and

**WHEREAS**, the Company and the Holders wish to determine registration rights with respect to the Company Shares, Restricted Closing Shares, Contingent Shares and Legacy Securities (and underlying securities).

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

**IT IS AGREED** as follows:

**1. DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

**Agreement** shall mean this Registration Rights Agreement as originally executed and as amended, supplemented or restated from time to time.

**Board** shall mean the Board of Directors of the Company.

**Business Day** shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday that is not a day on which banking institutions in New York or other applicable places where such act is to occur are authorized or obligated by applicable law, regulation or executive order to close.

**Commission** shall mean the United States Securities and Exchange Commission.

**Common Stock** shall mean the common stock of the Company, par value $0.0001 per share.

**Company** shall have the meaning set forth in the introductory paragraph hereof.

**Controlling Person** shall have the meaning set forth in Section 5(a) of this Agreement.

**Demand Notice** shall have the meaning set forth in Section 2(a)(i) of this Agreement.

**Demand Registration** shall have the meaning set forth in Section 2(b)(i) of this Agreement.

**Demand Registration Statement** shall have the meaning set forth in Section 2(b)(i) of this Agreement.

**Depositary** shall mean The Depository Trust Company, or any other depositary appointed by the Company.

**End of Suspension Notice** shall have the meaning set forth in Section 3(b) of this Agreement.

**Equity Securities** means (a) any capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities in or of any Person (whether voting or non-voting, whether preferred, common or otherwise, and including any stock appreciation, contingent interest or similar right), and (b) any option, warrant, security or other right (including debt securities) directly or indirectly convertible into or exercisable or exchangeable for, or otherwise to acquire directly or indirectly, any stock, interest, participation or security described in clause (a) above.

**Exchange Act** shall mean the Securities Exchange Act of 1934, as amended (or any corresponding provision of succeeding law) and the rules and regulations thereunder.

**FINRA** shall mean the Financial Industry Regulatory Authority.

**Holder** shall mean each holder of Equity Securities of the Company, listed in Schedule I or Schedule II attached hereto, in his, her or its capacity as a holder of Registrable Securities and his, her or its direct and indirect transferees. For purposes of this Agreement, the Company may deem and treat the registered holder of a Registrable Security as the Holder and absolute owner thereof, unless notified to the contrary in writing by the registered Holder thereof.

**Initial Shares** shall mean all of the outstanding shares of Common Stock of the Company issued prior to the consummation of the Company's initial public offering.

**Initiating Holders** shall have the meaning set forth in Section 2(b)(ii) of this Agreement.

**Legal Proceeding** shall mean any action, suit, hearing, claim, lawsuit, litigation, investigation (formal or informal), inquiry, arbitration or proceeding (in each case, whether civil, criminal or administrative or at law or in equity) by or before a governmental or legal entity.

**Liabilities** shall have the meaning set forth in Section 5(a)(i) of this Agreement.

**Majority** with respect to any group of Registrable Securities, means more than half the total number of shares of Common Stock included in such group and, for the avoidance of doubt, does not include the number of Warrants in any such group.

**Maximum Threshold** shall have the meaning set forth in Section 2(d)(i) of this Agreement.

**Person** shall mean any individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization or other governmental or legal entity.

**Piggyback Registration** shall have the meaning set forth in Section 2(c)(i) of this Agreement.

**Private Units** shall mean the Units the Legacy Holders privately purchased simultaneously with the Company's initial public offering.

**Prospectus** means the prospectus or prospectuses included in any Registration Statement (including without limitation, any prospectus subject to completion and a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act and any term sheet filed pursuant to Rule 434 under the Securities Act), as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference or deemed to be incorporated by reference in such prospectus or prospectuses.

**Registrable Securities** with respect to any Holder, shall mean at any time the Common Stock (including the Company Shares, Restricted Closing Shares, Contingent Shares, Released Initial Shares and the Common Stock included in the Private Units and the Working Capital Units) and the Warrants included in the Private Units and the Working Capital Units, together with any class of equity securities of the Company or of a successor to the entire business of the Company which are issued in exchange for the Common Stock or the Warrants included in the Private Units and the Working Capital Units; provided, however, that such Registrable Securities shall cease to be Registrable Securities with respect to any Holder upon the earliest to occur of (a) the date on which a Registration Statement with respect to the sale of such Holder's Registrable Securities shall have been declared effective under the Securities Act and all of such Holder's Registrable Securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement and (b) the date on which such securities shall have ceased to be outstanding.

**Registration Expenses** shall mean (a) the fees and disbursements of counsel and independent public accountants for the Company incurred in connection with the Company's performance of or compliance with this Agreement, including the expenses of any special audits or "comfort" letters required by or incident to such performance and compliance, and any premiums and other costs of policies of insurance obtained by the Company against liabilities arising out of the sale of any securities, (b) all registration, filing and stock exchange fees, all fees and expenses of complying with securities or "blue sky" laws, all fees and expenses of custodians, transfer agents and registrars, all printing expenses, messenger and delivery expenses and any fees and disbursements of one common counsel retained by a Majority of the Registrable Securities, (c) expenses relating to any analyst or investor presentations or any "road shows" undertaken in connection with the registration, marketing or selling of the Registrable Securities, (d) fees and expenses in connection with any review by FINRA of the underwriting arrangements or other terms of the offering, and all fees and expenses of any "qualified independent underwriter," including the reasonable fees and expenses of any counsel thereto, (e) costs of printing and producing any agreements among underwriters, underwriting agreements, any "blue sky" or legal investment memoranda and any selling agreements and other documents in connection with the offering, sale or delivery of the Registrable Securities; provided, however, that "Registration Expenses" shall not include any out-of-pocket expenses of the Holders (other than as set forth in clause (b) above), transfer taxes, underwriting or brokerage commissions or discounts associated with effecting any sales of Registrable Securities that may be offered, which expenses shall be borne by each Holder of Registrable Securities on a pro rata basis with respect to the Registrable Securities so sold.

**Registration Statement** means any registration statement of the Company filed with the Commission under the Securities Act which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all materials incorporated by reference or deemed to be incorporated by reference in such Registration Statement.

**Released Initial Shares** shall mean all Initial Shares that have been disbursed from escrow pursuant to Section 3 of that certain Stock Escrow Agreement, dated as of March 23, 2015, by and among the Legacy Holders and Continental Stock Transfer & Trust Company.

**Sale Expenses** shall mean other than in connection with a Registration Statement, (a) the fees and disbursements of counsel and independent public accountants for the Company incurred in connection with the Company's performance of or compliance with this Agreement, including the expenses of any special audits or "comfort" letters required by or incident to such performance and compliance, and any premiums and other costs of policies of insurance obtained by the Company against liabilities arising out of the sale of any securities and (b) all registration, filing and stock exchange fees, all fees and expenses of complying with securities or "blue sky" laws, all fees and expenses of custodians, transfer agents and registrars, all printing expenses, messenger and delivery expenses and any fees and disbursements of one common counsel retained by a Majority of the Registrable Securities; provided, however, that "Sale Expenses" shall not include any out-of-pocket expenses of the Holders (other than as set forth in clause (ii) above), transfer taxes, underwriting or brokerage commissions or discounts associated with effecting any sales of Registrable Securities that may be offered, which expenses shall be borne by each Holder of Registrable Securities on a pro rata basis with respect to the Registrable Securities so sold.

**Securities Act** shall have the meaning set forth in the Recitals hereof.

**Selling Holders' Counsel** shall mean counsel for the Holders that is selected by the Holders holding a Majority of the Registrable Securities included in a Registration Statement and that is reasonably acceptable to the Company.

**Shelf Registration Statement** shall have the meaning set forth in Section 2(a)(i) of this Agreement.

**Suspension Event** shall have the meaning set forth in Section 3(b) of this Agreement.

**Suspension Notice** shall have the meaning set forth in Section 3(a) of this Agreement.

**Underwritten Offering** shall mean a sale of securities of the Company to an underwriter or underwriters for reoffering to the public.

**Units** shall mean the units of the Company, each comprised of one share of Common Stock and one warrant to purchase one share of Common Stock.

**Warrants** shall mean the warrants to purchase shares of Common Stock included in the Units.

**Withdrawn Demand Registration** shall have the meaning set forth in Section 2(b)(iv) of this Agreement.

**Working Capital Units** shall mean the Units held by the Legacy Holders which were issued in payment of working capital loans to the Company.

**2. SHELF REGISTRATIONS, DEMAND REGISTRATIONS AND PIGGY BACK REGISTRATIONS**

(a) *Shelf Registration*.

(i) *Filing*. The Company shall, as soon as practicable after the date that is six months from the date of this Agreement, but in any event within thirty (30) days after the date that is six months from the date of this Agreement, file a Registration Statement under the Securities Act to permit the public resale of all the Registrable Securities held by the Holders from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) (the "**Shelf Registration Statement**") on the terms and conditions specified in this Section 2(a) and shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective as soon as practicable after the filing thereof, but in any event no later than the earlier of (i) ninety (90) days (or one hundred and twenty (120) days if the Commission notifies the Company that it will "review" the Shelf Registration Statement) after the date that is six months from the date of this Agreement and (ii) the tenth (10th) business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Shelf Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "**Effectiveness Deadline**"). The Shelf Registration Statement filed with the Commission pursuant to this Section 2(a) shall be on Form S-3 or, if Form S-3 is not then available to the Company, on Form S-1 or such other form of registration statement as is then available to effect a registration for resale of such Registrable Securities, covering such Registrable Securities, and shall contain a prospectus in such form as to permit any Holder to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Shelf Registration Statement. A Shelf Registration Statement filed pursuant to this Section 2(a) shall provide for the resale pursuant to any method or combination of methods legally available to, and requested by, the Holders. As soon as practicable following the effective date of a Shelf Registration Statement filed pursuant to this Section 2(a), but in any event within three (3) business days of such date, the Company shall notify the Holders of the effectiveness of such Registration Statement. When effective, a Shelf Registration Statement filed pursuant to this Section 2(a) (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained in such Shelf Registration Statement, in the light of the circumstances under which such statement is made).

(ii) *Continued Effectiveness*. The Company shall use its reasonable best efforts to cause the Shelf Registration Statement to remain effective and to be supplemented and amended to the extent necessary to ensure that such Shelf Registration Statement is available or, if not available, that another registration statement is available, for the resale of all the Registrable Securities held by the Holders until the earliest of (A) the date all such Registrable Securities have ceased to be Registrable Securities and (B) the date all such Registrable Securities covered by such Shelf Registration Statement can be sold publicly without restriction or limitation under Rule 144 under the Securities Act and without the requirement to be in compliance with Rule 144(c)(1) under the Securities Act.

(iii) *Underwritten Offering and Selection of Underwriters*. If the Holders of at least a Majority of the then outstanding number of Registrable Securities held by the Holders (the "**Underwritten Demand Holders**") elect to dispose of Registrable Securities under a Shelf Registration Statement or other Registration Statement pursuant to an Underwritten Offering (an "**Underwritten Offering**") of all or part of such Registrable Securities that are registered by such Shelf Registration Statement or other Registration Statement and reasonably expect aggregate gross proceeds in excess of $50,000,000 (the "**Holders' Minimum Amount**") from such Underwritten Offering, then the Company shall, upon the written demand of such Underwritten Demand Holder(s), enter into an underwriting agreement in a form as is customary in Underwritten Offerings of securities by the Company with the managing underwriter or underwriters selected by the Underwritten Demand Holders and shall take all such other reasonable actions as are requested by the managing underwriter or underwriters in order to expedite or facilitate the disposition of such Registrable Securities; provided, however, that the Company shall have no obligation to facilitate or participate in more than two (2) Underwritten Offerings in any twelve (12)-month period, pursuant to this Section 2(a) or Section 2(b). In connection with any Underwritten Offering contemplated by this Section 2(a) or Section 2(b), the underwriting agreement into which each Holder and the Company shall enter shall contain such representations, covenants, indemnities and other rights and obligations as are customary in underwritten offerings of securities by the Company. No Holder shall be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such Holder's authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution, the accuracy of information provided by a Holder specifically for use in the Registration Statement or Prospectus, and any other representation required by law; provided, that Holders other than the Underwritten Demand Holders shall be afforded five (5) Business Days to decide to include Registrable Securities in any such Underwritten Offering in proportion to the Registrable Securities of the Underwritten Demand Holders that are included in such Underwritten Offering; provided further, that to the extent such other Holders wish to include additional Registrable Securities held by such Holders in an Underwritten Offering in excess of their allotted proportion, such other Holders may request, within the same five (5) Business Day notice period outlined above, that the Underwritten Demand Holders consider including such additional shares as Registrable Securities. Upon receipt of such notice, and subject to Section 2(d)(i), the Underwritten Demand Holders may elect to include or exclude such additional Registrable Securities from the Underwritten Offering in their sole and absolute discretion.

(b) Demand Registrations.

(i) *Right to Request Registration*. So long as the Company does not have an effective Shelf Registration Statement with respect to the Registrable Securities, the Holders of at least twenty percent (20%) of the then-outstanding number of Registrable Securities (the "**Demand Holders**") may request registration under the Securities Act of all or part of their Registrable Securities with an anticipated aggregate offering price of at least $50 million at any time and from time to time ("**Demand Registration**").

Within seven (7) Business Days after receipt of any such request for Demand Registration, the Company shall give written notice of such request to all other Holders of Registrable Securities, if any, and shall, subject to the provisions of Section 2(d)(i) hereof, include in such registration the number of Registrable Securities of such Holder up to an amount in proportion to the Registrable Securities of the Demand Holders that are to be included in the Demand Registration and with respect to which the Company has received written requests for inclusion therein within five (5) Business Days after the receipt of the Company's notice; provided, that to the extent such other Holders wish to include additional Registrable Securities held by such Holders in the Demand Registration in excess of their allotted proportion, such other Holders may request, within the same five (5) Business Day notice period outlined above, that the Demand Holders consider including such additional shares as Registrable Securities. Upon receipt of such notice, and subject to Section 2(d)(i), the Demand Holders may elect to include or exclude such additional Registrable Securities from the Underwritten Offering in their sole and absolute discretion. The Company shall use its reasonable best efforts to file with the Commission following receipt of any such request for Demand Registration (but in no event more than thirty (30) days following receipt of such request) one or more registration statements with respect to all such Registrable Securities with respect to which the Company has received written requests for inclusion therein in accordance with this paragraph under the Securities Act (the "**Demand Registration Statement**"). The Company shall use its reasonable best efforts to cause such Demand Registration Statement to be declared effective by the Commission as soon as practicable after the filing thereof. The Demand Registration Statement shall be on an appropriate form and the Registration Statement and any form of Prospectus included therein (or Prospectus supplement relating thereto) shall reflect the plan of distribution or method of sale as the Holders of shares registered on such Registration Statement may from time to time notify the Company. Following the receipt by the Company of any request for Demand Registration, subject to Section 2(d)(i), all of the Registrable Securities of any Holder electing to register Registrable Securities in accordance with this paragraph shall be included in the Demand Registration Statement without any further action by any Holder. The Demand Holders may cause the Company to postpone or withdraw the filing or the effectiveness of a Demand Registration at any time in their sole discretion.

(ii) *Restrictions on Demand Registrations*. The Company shall not be obligated to effect any Demand Registration within ninety (90) days after the effective date of a previous Demand Registration or a previous registration under which any Holder or Holders (the "**Initiating Holders**") had piggyback rights pursuant to Section 2(c) hereof wherein the Initiating Holders were permitted to register, and sold, at least fifty percent (50%) of the shares of Registrable Securities requested to be included therein. In addition, the Company shall not be obligated to effect any Demand Registration after the Company has effected two (2) Demand Registrations in any twelve (12)-month period if all such registrations effected by the Company have been declared and ordered effective.

(iii) *Underwritten Offering and Selection of Underwriters*. If the Underwritten Demand Holders elect to dispose of Registrable Securities under a Demand Registration pursuant to an Underwritten Offering, then other Holders shall be afforded the right to include Registrable Securities in any such Underwritten Offering in proportion to the Registrable Securities of the Underwritten Demand Holders that are included in such Underwritten Offering. If any of the Registrable Securities covered by a Demand Registration hereof are to be sold in an Underwritten Offering, then the Underwritten Demand Holders shall have the right to select the managing underwriter or underwriters to administer any such Underwritten Offering.

(iv) *Effective Period of Demand Registrations*. After any Demand Registration Statement filed pursuant to this Agreement has become effective, the Company shall use its reasonable best efforts to keep such Demand Registration Statement effective for a period equal to one hundred eighty (180) days from the date on which the Commission declares such Demand Registration Statement effective (or if such Demand Registration Statement is not effective during any period within such one hundred eighty (180) days, such 180-day period shall be extended by the number of days during such period when such Demand Registration Statement is not effective), or such shorter period that shall terminate when all of the Registrable Securities covered by such Demand Registration Statement have been sold pursuant to such Demand Registration. If the Company shall withdraw or reduce the number of shares of Registrable Securities that is subject to any Demand Registration pursuant to Section 2(d)(i) (a "**Withdrawn Demand Registration**"), the Initiating Holders of the Registrable Securities remaining unsold and originally covered by such Withdrawn Demand Registration shall be entitled to a replacement Demand Registration that (subject to the provisions of this Section 2(b)) the Company shall use its reasonable best efforts to keep effective for a period commencing on the effective date of such Demand Registration and ending on the earlier to occur of the date (i) that is one hundred eighty (180) days from the effective date of such Demand Registration and (ii) on which all of the Registrable Securities covered by such Demand Registration have been sold. Such additional Demand Registration otherwise shall be subject to all of the provisions of this Agreement.

(c) Piggyback Registrations.

(i) *Right to Piggyback*. Whenever the Company proposes to register any of its Common Stock under the Securities Act (other than a registration statement on Form S-8 or on Form S-4 or any similar successor forms thereto), whether for its own account or for the account of one or more stockholders of the Company, and the registration form to be used may be used for any registration of Registrable Securities (a "**Piggyback Registration**"), the Company shall give prompt (but in no event less than ten (10) days before the anticipated filing date of such registration statement) written notice to all Holders of its intention to effect such a registration, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method of distribution, and the name of the proposed managing underwriter, if any, in such offering, and (B) offer to all Holders of Registrable Securities the opportunity to register the same of such number of Registrable Securities as such Holders may request in writing within five (5) Business Days after receipt of such written notice from the Company. The Company shall, subject to Sections 2(d)(ii) and 2(d)(iii), include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) Business Days after the receipt of the Company's notice. The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion.

(ii) *Withdrawal*. Any Holder may elect to withdraw such Holder's request for inclusion of Registrable Securities in any Piggyback Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. The Company (whether on its own determination or as the result of a withdrawal by Persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of the Registration Statement without thereby incurring any liability to the Holders of Registrable Securities. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the Holders in connection with such Piggyback Registration as provided in Section 8(d).

(iii) *Selection of Underwriters*. If any of the Registrable Securities of the Holders covered by a Piggyback Registration hereof are to be sold in an Underwritten Offering, then the Company shall have the right to select the managing underwriter or underwriters to administer any such offering.

(d) Priority.

(i) *Priority on Shelf and Demand Registrations.* If the managing underwriters of a requested Demand Registration or an Underwritten Offering under a Shelf Registration Statement, advise the Company in writing that, in their opinion, the number of Registrable Securities requested to be included in such Demand Registration Statement or Shelf Registration Statement exceeds the number that can be sold in such offering and/or that the number of Registrable Securities proposed to be included in any such registration would adversely affect the price per share of the Company's equity securities to be sold in such offering (such maximum number of securities or Registrable Securities, as applicable, the "**Maximum Threshold**"), the underwriting shall be allocated among the Company and all Holders as follows: (A) first, the shares comprised of Registrable Securities, as to which registration has been requested and is required pursuant to the registration rights hereof, based on the amount of such Common Stock initially requested to be registered by such Holders that can be sold without exceeding the Maximum Threshold; (B) second, to the extent that the Maximum Threshold has not been reached under the foregoing clause (A), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Threshold; and (C) third, to the extent the Maximum Threshold has not been reached under the foregoing clauses (A) and (B), any additional Registrable Securities of Holders other than the Demand Holders or Underwritten Demand Holders as to which registration has been requested and that the Demand Holders or Underwritten Demand Holders, as applicable, determine, in their sole discretion, can be sold.

(ii) *Priority on Primary Registrations.* If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the Maximum Threshold, the underwriting shall be allocated among the Company and all Holders as follows: (A) first, the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Threshold; and (B) second, to the extent that the Maximum Threshold has not been reached under the foregoing clause (A), the shares comprised of Registrable Securities, as to which registration has been requested pursuant to the registration rights hereof, based on the amount of such Common Stock initially requested to be registered by such Holders that can be sold without exceeding the Maximum Threshold.

(iii) Notwithstanding the foregoing, if the Holders of at least twenty percent (20%) of the then-outstanding number of Registrable Securities wish to engage in an underwritten block trade off of an effective Shelf Registration Statement, Demand Registration Statement or Piggyback Registration, such Holders may notify the Company of the block trade offering on the day such offering is to commence and the Company shall as expeditiously as possible use its reasonable best efforts to facilitate such offering (which may close as early as three (3) Business Days after the date it commences); provided that in the case of such underwritten block trade, only such Holders shall have a right to notice of and to participate in such offering.

(e) For the avoidance of doubt, no Holder may exercise its rights pursuant to this Section 2 with respect to any Registrable Securities so long as such Holder is restricted from the transfer of such securities pursuant to that certain Lock-Up Agreement, dated as of the date hereof, by and between the Company, NextDecade, LLC and the Holders who are party thereto.

**3. BLACK-OUT PERIODS**

(a) Notwithstanding Section 2, and subject to the provisions of this Section 3, the Company shall be permitted, in limited circumstances, to suspend the use, from time to time, of the Prospectus that is part of a Shelf Registration Statement (and therefore suspend sales of the Registrable Securities under such Shelf Registration Statement), by providing written notice (a "**Suspension Notice**") to the Selling Holders' Counsel, if any, and the Holders, for such times as the Company reasonably may determine is necessary and advisable (but in no event for more than an aggregate of ninety (90) days in any rolling twelve (12)-month period commencing on the date of this Agreement or more than forty-five (45) consecutive days, except as a result of a refusal by the Commission to declare any post-effective amendment to the Shelf Registration Statement effective after the Company has used all reasonable best efforts to cause the post-effective amendment to be declared effective by the Commission, in which case, the Company must terminate the black-out period immediately following the effective date of the post-effective amendment) if either of the following events shall occur: (i) a majority of the Board determines in good faith that (A) the offer or sale of any Registrable Securities would materially impede, delay or interfere with any proposed financing, offer or sale of securities, acquisition, corporate reorganization or other material transaction involving the Company, (B) after the advice of counsel, the sale of Registrable Securities pursuant to the Shelf Registration Statement would require disclosure of non-public material information not otherwise required to be disclosed under applicable law, and (C) (x) the Company has a bona fide business purpose for preserving the confidentiality of such transaction, (y) disclosure would have a material adverse effect on the Company or the Company's ability to consummate such transaction, or (z) such transaction renders the Company unable to comply with Commission requirements, in each case under circumstances that would make it impractical or inadvisable to cause the Shelf Registration Statement (or such filings) to become effective or to promptly amend or supplement the Shelf Registration Statement on a post-effective basis, as applicable; or (ii) a majority of the Board determines in good faith, upon the advice of counsel, that it is in the Company's best interest or it is required by law, rule or regulation to supplement the Shelf Registration Statement or file a post-effective amendment to the Shelf Registration Statement in order to ensure that the Prospectus included in the Shelf Registration Statement (1) contains the information required under Section 10(a)(3) of the Securities Act; (2) discloses any facts or events arising after the effective date of the Shelf Registration Statement (or of the most recent post-effective amendment) that, individually or in the aggregate, represents a fundamental change in the information set forth therein; or (3) discloses any material information with respect to the plan of distribution that was not disclosed in the Shelf Registration Statement or any material change to such information. Upon the occurrence of any such suspension, the Company shall use its reasonable best efforts to cause the Shelf Registration Statement to become effective or to promptly amend or supplement the Shelf Registration Statement on a post-effective basis or to take such action as is necessary to make resumed use of the Shelf Registration Statement as soon as possible.

(b) In the case of an event that causes the Company to suspend the use of a Shelf Registration Statement as set forth in paragraph (a) above (a "**Suspension Event**"), the Company shall give a Suspension Notice to the Selling Holders' Counsel, if any, and the Holders to suspend sales of the Registrable Securities and such Suspension Notice shall state generally the basis for the notice and that such suspension shall continue only for so long as the Suspension Event or its effect is continuing and the Company is using its reasonable best efforts and taking all reasonable steps to terminate suspension of the use of the Shelf Registration Statement as promptly as possible. A Holder shall not effect any sales of the Registrable Securities pursuant to such Shelf Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice (as defined below). If so directed by the Company, each Holder will deliver to the Company (at the expense of the Company) all copies other than permanent file copies then in such Holder's possession of the Prospectus covering the Registrable Securities at the time of receipt of the Suspension Notice. The Holders may recommence effecting sales of the Registrable Securities pursuant to the Shelf Registration Statement (or such filings) following further written notice to such effect (an "**End of Suspension Notice**") from the Company, which End of Suspension Notice shall be given by the Company to the Holders and to the Selling Holders' Counsel, if any, promptly following the conclusion of any Suspension Event and its effect.

(c) Notwithstanding any provision herein to the contrary, if the Company shall give a Suspension Notice with respect to any Shelf Registration Statement pursuant to this Section 3, the Company agrees that it shall extend the period of time during which such Shelf Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from the date of receipt by the Holders of the Suspension Notice to and including the date of receipt by the Holders of the End of Suspension Notice and provide copies of the supplemented or amended Prospectus necessary to resume sales, with respect to each Suspension Event; provided that such period of time shall not be extended beyond the date that Common Stock covered by such Shelf Registration Statement are no longer Registrable Securities.

**4. REGISTRATION PROCEDURES**

(a) In connection with the filing of any Registration Statement or sale of Registrable Securities as provided in this Agreement, the Company shall use its reasonable best efforts to, as expeditiously as reasonably practicable:

(i) prepare and file with the Commission the Registration Statement, within the relevant time period specified in Section 2, on the appropriate form under the Securities Act, which form (1) shall be selected by the Company, (2) shall be available for the registration and sale of the Registrable Securities by the selling Holders thereof, (3) shall comply as to form in all material respects with the requirements of the applicable form and include or incorporate by reference all financial statements required by the Commission to be filed therewith or incorporated by reference therein, and (4) shall comply in all respects with the requirements of Regulation S-T under the Securities Act, and otherwise comply with its obligations under Section 2 hereof;

(ii) prepare and file with the Commission such amendments and post-effective amendments to each Registration Statement as may be necessary under applicable law to keep such Registration Statement effective for the applicable period; and cause each Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provision then in force) under the Securities Act and comply with the provisions of the Securities Act, the Exchange Act and the rules and regulations thereunder applicable to them with respect to the disposition of all securities covered by each Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the selling Holders thereof;

(iii) (1) notify each Holder of Registrable Securities, at least five (5) Business Days after filing, that a Registration Statement with respect to the Registrable Securities has been filed and advise such Holders that the distribution of Registrable Securities will be made in accordance with any method or combination of methods legally available by the Holders of any and all Registrable Securities; (2) furnish to each Holder of Registrable Securities and to each underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, including each preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder or underwriter may reasonably request, including financial statements and schedules in order to facilitate the public sale or other disposition of the Registrable Securities; and (3) hereby consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of Registrable Securities in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto;

(iv) use its reasonable best efforts to register or qualify the Registrable Securities under all applicable state securities or "blue sky" laws of such jurisdictions as any Holder of Registrable Securities covered by a Registration Statement and each underwriter of an Underwritten Offering of Registrable Securities shall reasonably request by the time the applicable Registration Statement is declared effective by the Commission, and do any and all other acts and things which may be reasonably necessary or advisable to enable each such Holder and underwriter to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; provided, however, that the Company shall not be required to (1) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Section 4(a)(iv), or (2) take any action which would subject it to general service of process or taxation in any such jurisdiction where it is not then so subject;

(v) notify promptly each Holder of Registrable Securities under a Registration Statement and, if requested by such Holder, confirm such advice in writing promptly at the address determined in accordance with Section 8(f) of this Agreement (1) when a Registration Statement has become effective and when any post-effective amendments and supplements thereto become effective, (2) of any request by the Commission or any state securities authority for post-effective amendments and supplements to a Registration Statement and Prospectus or for additional information after the Registration Statement has become effective, (3) of the issuance by the Commission or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (4) if, between the effective date of a Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Company contained in any underwriting agreement, securities sales agreement or other similar agreement, if any, relating to the offering cease to be true and correct in all material respects, (5) of the happening of any event or the discovery of any facts during the period a Registration Statement is effective as a result of which such Registration Statement or any document incorporated by reference therein contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading or, in the case of the Prospectus, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (which information shall be accompanied by an instruction to suspend the use of the Registration Statement and the Prospectus (such instruction to be provided in the same manner as a Suspension Notice) until the requisite changes have been made, at which time notice of the end of suspension shall be delivered in the same manner as an End of Suspension Notice), (6) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities, for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose and (7) of the filing of a post-effective amendment to such Registration Statement;

(vi) furnish Selling Holders' Counsel, if any, copies of any comment letters relating to the selling Holders received from the Commission or any other request by the Commission or any state securities authority for amendments or supplements to a Registration Statement and Prospectus or for additional information relating to the selling Holders;

(vii) make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement at the earliest possible moment;

(viii) furnish to each Holder of Registrable Securities, and each underwriter, if any, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto, including financial statements and schedules (without documents incorporated therein by reference and all exhibits thereto, unless requested);

(ix) cooperate with the selling Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the selling Holders or the underwriters, if any, may reasonably request at least three (3) Business Days prior to the closing of any sale of Registrable Securities;

(x) upon the occurrence of any event or the discovery of any facts, as contemplated by Sections 4(a)(v)(5) and 4(a)(v)(6) hereof, as promptly as practicable after the occurrence of such an event, use its reasonable best efforts to prepare a supplement or post-effective amendment to the Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, such Prospectus will not contain at the time of such delivery any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or will remain so qualified, as applicable. At such time as such public disclosure is otherwise made or the Company determines that such disclosure is not necessary, in each case to correct any misstatement of a material fact or to include any omitted material fact, the Company agrees promptly to notify each Holder of such determination and to furnish each Holder such number of copies of the Prospectus as amended or supplemented, as such Holder may reasonably request;

(xi) within a reasonable time prior to the filing of any Registration Statement, any Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus, provide copies of such document to the Selling Holders' Counsel, if any, on behalf of such Holders, and make representatives of the Company as shall be reasonably requested by the Holders of Registrable Securities available for discussion of such document;

(xii) obtain a CUSIP number for the Registrable Securities not later than the effective date of a Registration Statement, and provide the Company's transfer agent with printed certificates for the Registrable Securities, in a form eligible for deposit with the Depositary, in each case, to the extent necessary or applicable;

(xiii) enter into agreements (including underwriting agreements) and take all other customary appropriate actions in order to expedite or facilitate the disposition of such Registrable Securities whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration:

(1) make such representations and warranties to the Holders of such Registrable Securities and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in similar Underwritten Offerings as may be reasonably requested by them;

(2) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to any managing underwriter(s) and their counsel) addressed to the underwriters, if any (and in the case of an underwritten registration, each selling Holder), covering the matters customarily covered in opinions requested in Underwritten Offerings and such other matters as may be reasonably requested by the underwriter(s);

(3) obtain "comfort" letters and updates thereof from the Company's independent registered public accounting firm (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements are, or are required to be, included in the Registration Statement) addressed to the underwriter(s), if any, and use reasonable efforts to have such letter addressed to the selling Holders in the case of an underwritten registration (to the extent consistent with Statement on Auditing Standards No. 72 of the American Institute of Certified Public Accounts), such letters to be in customary form and covering matters of the type customarily covered in "comfort" letters to underwriters in connection with similar Underwritten Offerings;

(4) enter into a securities sales agreement with the Holders and an agent of the Holders providing for, among other things, the appointment of such agent for the selling Holders for the purpose of soliciting purchases of Registrable Securities, which agreement shall be in form, substance and scope customary for similar offerings;

(5) if an underwriting agreement is entered into, cause the same to set forth indemnification provisions and procedures substantially equivalent to the indemnification provisions and procedures set forth in Section 5 hereof with respect to the underwriters and all other parties to be indemnified pursuant to said Section or, at the request of any underwriters, in the form customarily provided to such underwriters in similar types of transactions; and

(6) deliver such documents and certificates as may be reasonably requested and as are customarily delivered in similar offerings to the Holders of a Majority of the Registrable Securities being sold, and the managing underwriters, if any;

(xiv) make available for inspection by any underwriter participating in any disposition pursuant to a Registration Statement, Selling Holders' Counsel and any accountant retained by a Majority of the Registrable Securities being sold, all financial and other records, pertinent corporate documents and properties or assets of the Company reasonably requested by any such Persons, and cause the respective officers, directors, employees, and any other agents of the Company to supply all information reasonably requested by any such representative, underwriter, counsel or accountant in connection with a Registration Statement, and make such representatives of the Company available for discussion of such documents as shall be reasonably requested by the Company; provided, however, that the Selling Holders' Counsel, if any, and the representatives of any underwriters will use its reasonable best efforts, to the extent reasonably practicable, to coordinate the foregoing inspection and information gathering and to not materially disrupt the Company's business operations;

(xv) a reasonable time prior to filing any Registration Statement, any Prospectus forming a part thereof, any amendment to such Registration Statement, or amendment or supplement to such Prospectus, provide copies of such document to the underwriter(s) of an Underwritten Offering of Registrable Securities; within five (5) Business Days after the filing of any Registration Statement, provide copies of such Registration Statement to Selling Holders' Counsel; make such changes in any of the foregoing documents prior to the filing thereof, or in the case of changes received from Selling Holders' Counsel by filing an amendment or supplement thereto, as the underwriter or underwriters, or in the case of changes received from Selling Holders' Counsel relating to the selling Holders or the plan of distribution of Registrable Securities, as Selling Holders' Counsel, reasonably requests; not file any such document in a form to which any underwriter shall not have previously been advised and furnished a copy of or to which the Selling Holders' Counsel, if any, on behalf of the Holders of Registrable Securities, or any underwriter shall reasonably object; not include in any amendment or supplement to such documents any information about the selling Holders or any change to the plan of distribution of Registrable Securities that would limit the method of distribution of the Registrable Securities unless Selling Holders' Counsel has been advised in advance and has approved such information or change; and make the representatives of the Company available for discussion of such document as shall be reasonably requested by the Selling Holders' Counsel, if any, on behalf of such Holders, Selling Holders' Counsel or any underwriter;

(xvi) use its reasonable best efforts to cause all Registrable Securities to be listed or quoted on any national securities exchange on which the Company's Common Stock is then listed or quoted;

(xvii) otherwise comply with all applicable rules and regulations of the Commission and make available to its security holders, as soon as reasonably practicable, an earnings statement covering at least twelve (12) months which shall satisfy the provisions of Section ll(a) of the Securities Act and Rule 158 thereunder;

(xviii) cooperate and assist in any filings required to be made with the FINRA and in the performance of any due diligence investigation by any underwriter and its counsel (including any "qualified independent underwriter" that is required to be retained in accordance with the rules and regulations of the FINRA);

(xix) the Company may (as a condition to a Holder's participation in a Shelf Registration, Demand Registration or Piggyback Registration) require each Holder of Registrable Securities to furnish to the Company such information regarding the Holder and the proposed distribution by such Holder of such Registrable Securities as the Company may from time to time reasonably request in writing.

(xx) if Registrable Securities are to be sold in an Underwritten Offering, to include in the registration statement, or in the case of a Shelf Registration, a Prospectus supplement, to be used all such information as may be reasonably requested by the underwriters for the marketing and sale of such Registrable Securities;

(xxi) cause the appropriate officers of the Company to (i) prepare and make presentations at any "road shows" and before analysts and rating agencies, as the case may be, (ii) take other actions to obtain ratings for any Registrable Securities and (iii) use their reasonable best efforts to cooperate as reasonably requested by the underwriters in the offering, marketing or selling of the Registrable Securities.

Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event or the discovery of any facts of the type described in Section 4(a)(v) hereof, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to a Registration Statement relating to such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 4(a)(v) hereof, and, if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies in such Holder's possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice.

**5. INDEMNIFICATION**

(a) *Indemnification by the Company*. The Company agrees to indemnify and hold harmless each Holder, and the respective officers, directors, partners, employees, representatives and agents of any such Person, and each Person (a "**Controlling Person**"), if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) any of the foregoing Persons, as follows:

(i) against any and all loss, penalty, liability, claim, damage, judgment, suit, action, other liabilities and expenses whatsoever ("**Liabilities**"), as incurred, arising out of or based on any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (including any final, preliminary or summary Prospectus contained therein or any amendment or supplement thereto) pursuant to which Registrable Securities were registered under the Securities Act, including all documents incorporated therein by reference, or any other disclosure document produced by or on behalf of the Company or any of its subsidiaries including reports and other documents filed under the Exchange Act, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, or arising out of or based on any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (or any amendment or supplement thereto) or the omission or alleged omission therefrom at such date of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all Liabilities, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 5(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by any indemnified party), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever arising out of or based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under subparagraph (i) or (ii) above; provided, however, that this indemnity agreement shall not apply to any Liabilities to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the Holder expressly for use in a Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto).

The indemnity in this Section 5(a) shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive any transfer of such securities by such Holder. The Company shall also indemnify underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the offering, their officers and directors and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the indemnified parties.

(b) *Indemnification by the Holders*. Each Holder severally, but not jointly, agrees to indemnify and hold harmless the Company and the other selling Holders, and each of their respective officers, directors, partners, employees, representatives and agents, against any and all Liabilities described in the indemnity contained in Section 5(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in a Registration Statement (or any amendment thereto) or any Prospectus included therein (or any amendment or supplement thereto) in reliance upon and in conformity with written information such Holder furnished to the Company by such Holder expressly for use in the Registration Statement (or any amendment thereto) or such Prospectus (or any amendment or supplement thereto); provided, however, that no such Holder shall be liable for any claims hereunder in excess of the amount of net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) *Notices of Claims, etc*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action or proceeding commenced against it in respect of which indemnity may be sought hereunder; provided, however, that failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. An indemnifying party may participate at its own expense in the defense of such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying party or parties be liable for the fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whosoever in respect of which indemnification or contribution could be sought under this Section 5 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Indemnification Payments*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 5(a)(ii) effected without its written consent if (i) such settlement is entered into more than forty-five (45) days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least thirty (30) days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) *Contribution*. If the indemnification provided for in this Section 5 is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any Liabilities referred to therein, then each indemnifying party shall contribute to the aggregate amount of such Liabilities incurred by such indemnified party, as incurred, in such proportion as is appropriate to reflect the relative fault of the Company, on the one hand, and the Holders, on the other hand, in connection with the acts, statements or omissions which resulted in such Liabilities, as well as any other relevant equitable considerations.

The relative fault of the Company on the one hand and the Holders on the other hand shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 5. The aggregate amount of Liabilities incurred by an indemnified party and referred to above in this Section 5 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this Section 5(e), no Holder shall be liable for any claims hereunder in excess of the amount of net proceeds received by such Holder from the sale of Registrable Securities pursuant to any such Registration Statement.

No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 5, each Person, if any, who controls a Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as a Holder, and each director of the Company, and each Person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Company.

**6. HOLDBACK AGREEMENT**

(a) Each Holder agrees not to effect any sale, transfer, or other actual or pecuniary transfer (including heading and similar arrangements) of any Registrable Securities or of any other equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such stock or securities, during the period beginning seven (7) days prior to, and ending ninety (90) days after (or for such shorter period as to which the managing underwriter(s) may agree), the date of the underwriting agreement of each Underwritten Offering made pursuant to a Registration Statement other than Registrable Securities sold pursuant to such Underwritten Offering; and (b) the Company agrees not to effect any public sale or distribution of its equity securities (or any securities convertible into or exchangeable or exercisable for such securities) during the seven (7) days prior to and during the ninety (90)-day period beginning on the effective date of any underwritten Demand Registration (or for such shorter period as to which the managing underwriter or underwriters may agree), except as part of such Demand Registration or in connection with any employee benefit or similar plan, any dividend reinvestment plan, or a business acquisition or combination and to use all reasonable efforts to cause each holder of at least five percent (5%) (on a fully diluted basis) of its equity securities (or any securities convertible into or exchangeable or exercisable for such securities) which are or may be purchased from the Company at any time after the date of this Agreement (other than in a registered offering) to agree not to effect any sale or distribution of any such securities during such period (except as part of such Underwritten Offering, if otherwise permitted). Each Holder agrees to enter into any agreements reasonably requested by any managing underwriter reflecting the terms of this Section 6.

**7. TERMINATION**

*Survival*. This Agreement and the rights of each Holder hereunder shall terminate upon the date that all of the Registrable Securities cease to be Registrable Securities. Notwithstanding the foregoing, the obligations of the parties under Section 5 of this Agreement shall remain in full force and effect following such time.

**8. MISCELLANEOUS**

(a) *Covenants Relating To Rule 144*. For so long as the Company is subject to the reporting requirements of Section 13 or 15 of the Securities Act, the Company covenants that it will file the reports required to be filed by it under the Securities Act and Section 13(a) or 15(d) of the Exchange Act and the rules and regulations adopted by the Commission thereunder. If the Company ceases to be so required to file such reports, the Company covenants that it will upon the request of any Holder of Registrable Securities (a) make publicly available such information as is necessary to permit sales pursuant to Rule 144 under the Securities Act, (b) deliver such information to a prospective purchaser as is necessary to permit sales pursuant to Rule 144A under the Securities Act and it will take such further action as any Holder of Registrable Securities may reasonably request, and (c) take such further action that is reasonable in the circumstances, in each case, to the extent required, from time to time, to enable such Holder to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, (ii) Rule 144A under the Securities Act, as such rule may be amended from time to time, or (iii) any similar rules or regulations hereafter adopted by the Commission. Upon the request of any Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and of the Securities Act and the Exchange Act (at any time after it has become subject to the reporting requirements of the Exchange Act), a copy of the most recent annual and quarterly report(s) of the Company, and such other reports, documents or stockholder communications of the Company, and take such further actions consistent with this Section 8(a), as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such Registrable Securities without registration.

(b) *Cooperation*. The Company shall cooperate with the Holders in any sale and or transfer of Registrable Securities including by means not involving a registration statement.

(c) *No Inconsistent Agreements*. The Company has not entered into and the Company will not after the date of this Agreement enter into any agreement which is inconsistent with the rights granted to the Holders of Registrable Securities pursuant to this Agreement or otherwise conflicts with the provisions of this Agreement. The rights granted to the Holders hereunder do not and will not for the term of this Agreement in any way conflict with the rights granted to the holders of the Company's other issued and outstanding securities under any such agreements.

(d) *Expenses*. All Registration Expenses or Sale Expenses of any Holder shall be borne by the Company, whether or not any Registration Statement related thereto becomes effective or other sale takes place.

(e) *Amendments and Waivers*. The provisions of this Agreement may be amended or waived at any time only by the written agreement of the Company and the Holders of a Majority of the Registrable Securities. Any waiver, permit, consent or approval of any kind or character on the part of any such Holders of any provision or condition of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in writing. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Holder of Registrable Securities and the Company.

(f) *Notices*. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, registered first-class mail, facsimile or any courier guaranteeing overnight delivery: (a) if to a Holder, at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 8(f); and (b) if to the Company, to NextDecade Corporation, Attention: Krysta De Lima (facsimile: (832) 403-2198; email: Krysta@next-decade.com). All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; two (2) Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged, if sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) and on the next Business Day if timely delivered to an air courier guaranteeing overnight delivery.

(g) *Successor and Assigns*. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Company. In addition, the Demand Holders may assign their rights hereunder to subsequent Holders. If any transferee of any Holder shall acquire Registrable Securities, in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement, including the restrictions on resale set forth in this Agreement, and such Person shall be entitled to receive the benefits hereof.

(h) *Specific Enforcement*. Without limiting the remedies available to the Holders, the Company acknowledges that any failure by the Company to comply with its obligations under Section 2 hereof may result in material irreparable injury to the Holders for which there is no adequate remedy at law, that it would not be possible to measure damages for such injuries precisely and that, in the event of any such failure, a Holder may obtain such relief as may be required to specifically enforce the Company's obligations under Section 2 hereof.

(i) *Counterparts*. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(j) *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(k) *GOVERNING LAW*. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAW OF THE STATE OF DELAWARE REGARDLESS OF THE LAW THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

(l) *Severability*. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NEXTDECADE CORPORATION,
FORMERLY KNOWN AS
HARMONY MERGER CORP.

/s/ Kathleen Eisbrenner

Name: Kathleen Eisbrenner
Title: Chief Executive Officer

KATHLEEN EISBRENNER

/s/ Kathleen Eisbrenner

[*Signature Page to Registration Rights Agreement*]

YORK CAPITAL MANAGEMENT, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

YORK CREDIT OPPORTUNITIES FUND, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

YORK SELECT, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

YORK CREDIT OPPORTUNITIES INVESTMENTS MASTER FUND, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

YORK EUROPEAN DISTRESSED
CREDIT FUND II, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

YORK MULTI-STRATEGY MASTER FUND, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

YORK SELECT INVESTORS MASTER FUND, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

YORK SELECT MASTER FUND, L.P.

/s/ John J. Fosina

Name: John J. Fosina
Title: Chief Financial Officer

[*Signature Page to Registration Rights Agreement*]

VALINOR CAPITAL PARTNERS SPV XIX, LLC

/s/ David Angstreich

Name: David Angstreich
Title: COO / CFO

[*Signature Page to Registration Rights Agreement*]

VALINOR CAPITAL PARTNERS SPV XXII, LLC

/s/ David Angstreich

Name: David Angstreich
Title: COO / CFO

[*Signature Page to Registration Rights Agreement*]

VALINOR CAPITAL PARTNERS
OFFSHORE MASTER FUND, L.P.

/s/ David Angstreich

Name: David Angstreich
Title: COO / CFO

[*Signature Page to Registration Rights Agreement*]

VND PARTNERS, L.P.

/s/ David Angstreich

Name: David Angstreich
Title: COO / CFO

[*Signature Page to Registration Rights Agreement*]

HALCYON ENERGY, POWER, AND INFRASTRUCTURE CAPITAL HOLDINGS, LLC
By: Halcyon Capital Management LP, its Manager

/s/ John Freese

Name: John Freese
Title: Authorized Signatory

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Legal Officer, Chief Compliance Officer

HALCYON MOUNT BONNELL FUND LP
By: Halcyon Capital Management LP, its Manager

/s/ John Freese

Name: John Freese
Title: Authorized Signatory

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Legal Officer, Chief Compliance Officer

[*Signature Page to Registration Rights Agreement*]

HCN LP
By: Halcyon Capital Management LP, its Manager

/s/ John Freese

Name: John Freese
Title: Authorized Signatory

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Legal Officer, Chief Compliance Officer

FIRST SERIES OF HDML FUND I, LLC
By: Halcyon Capital Management LP, its Manager

/s/ John Freese

Name: John Freese
Title: Authorized Signatory

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Legal Officer, Chief Compliance Officer

GE OIL & GAS, LLC

/s/ Brian Cothran

[*Signature Page to Registration Rights Agreement*]

RAYMOND EISBRENNER

/s/ Raymond Eisbrenner

[*Signature Page to Registration Rights Agreement*]

RENÉ VAN VLIET

/s/ Rene Van Vliet

BENJAMIN ATKINS

/s/ Benjamin Atkins

[*Signature Page to Registration Rights Agreement*]

KRYSTA DE LIMA

/s/ Krysta De Lima

[*Signature Page to Registration Rights Agreement*]

SHAUN DAVISON

/s/ Shaun Davison

[*Signature Page to Registration Rights Agreement*]

ALFONSO PUGA

/s/ Alfonso Puga

[*Signature Page to Registration Rights Agreement*]

JAMES SPENCER

/s/ James Spencer

[*Signature Page to Registration Rights Agreement*]

ERIC S. ROSENFELD

/s/ Eric S. Rosenfeld

[*Signature Page to Registration Rights Agreement*]

DKU 2013, LLC

/s/ Jeffrey Moses

Name: Jeffrey Moses
Title: Chief Operating Officer

[*Signature Page to Registration Rights Agreement*]

THE K2 PRINCIPAL FUND L.P.

/s/ Shawn Kimel

Name: Shawn Kimel
Title: Managing Partner

[*Signature Page to Registration Rights Agreement*]

NPIC LIMITED

By its investment advisor, Polar Asset Management Partners Inc.

/s/ Jennifer Schwartz

Name: Jennifer Schwartz
Title: VP, Legal and Compliance

[*Signature Page to Registration Rights Agreement*]

COVALENT CAPITAL PARTNERS
MASTER FUND, L.P.

/s/ William C. Stone, Jr.

Name: William C. Stone, Jr.
Title: Authorized Signatory

[*Signature Page to Registration Rights Agreement*]

HALCYON MASTER FUND L.P.

By: Halcyon Asset LLC, its General Partner

/s/ John Freese

Name: John Freese
Title: Authorized Signatory

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Legal Officer,
Chief Compliance Officer

CANTOR FITZGERALD & CO.

/s/ James Bond

Name: James Bond
Title: Chief Operating Officer

[*Signature Page to Registration Rights Agreement*]

ROSENFELD CHILDREN'S SUCCESSOR TRUST

/s/ Eric S. Rosenfeld

Name: Eric S. Rosenfeld
Title: Investment Manager

[*Signature Page to Registration Rights Agreement*]

DAVID D. SGRO

/s/ David D. Sgro

[*Signature Page to Registration Rights Agreement*]

GREGORY MONAHAN

/s/ Gregory Monahan

[*Signature Page to Registration Rights Agreement*]

THOMAS KOBYLARZ

/s/ Thomas Kobylarz

[*Signature Page to Registration Rights Agreement*]

JOHN SCHAUERMAN

/s/ John P. Schauerman

ADAM SEMLER

/s/ Adam Semler

[*Signature Page to Registration Rights Agreement*]

LEONARD B. SCHLEMM

/s/ Leonard B. Schlemm

[*Signature Page to Registration Rights Agreement*]

JOEL GREENBLATT

/s/ Joel Greenblatt

[*Signature Page to Registration Rights Agreement*]

NEXPOINT CREDIT STRATEGIES FUND

/s/ Brian Mitts

Name: Brian Mitts
Title: EVP, PFO and PAO

[*Signature Page to Registration Rights Agreement*]

**SCHEDULE I**

YORK CAPITAL MANAGEMENT, L.P.

YORK CREDIT OPPORTUNITIES FUND, L.P.

YORK SELECT, L.P.

YORK CREDIT OPPORTUNITIES INVESTMENTS MASTER FUND, L.P.

YORK EUROPEAN DISTRESSED CREDIT FUND II, L.P.

YORK MULTI-STRATEGY MASTER FUND, L.P.

YORK SELECT INVESTORS MASTER FUND, L.P.

YORK SELECT MASTER FUND, L.P.

VALINOR CAPITAL PARTNERS SPV XIX, LLC

VALINOR CAPITAL PARTNERS SPV XXII, LLC

VALINOR CAPITAL PARTNERS OFFSHORE MASTER FUND, L.P.

VND PARTNERS, L.P.

HALCYON ENERGY, POWER, AND INFRASTRUCTURE CAPITAL HOLDINGS, LLC

HALCYON MOUNT BONNELL FUND LP

HCN L.P.

FIRST SERIES OF HDML FUND I, LLC

GE OIL & GAS, LLC

KATHLEEN EISBRENNER

RAYMOND EISBRENNER

RENÉ VAN VLIET

BENJAMIN ATKINS

KRYSTA DE LIMA

SHAUN DAVISON

ALFONSO PUGA

JAMES SPENCER

NEXPOINT CREDIT STRATEGIES FUND

**SCHEDULE II**

ERIC S. ROSENFELD

DKU 2013, LLC

THE K2 PRINCIPAL FUND L.P.

NPIC LIMITED

COVALENT CAPITAL PARTNERS MASTER FUND, L.P.

HALCYON MASTER FUND L.P.

CANTOR FITZGERALD & CO.

ROSENFELD CHILDREN'S SUCCESSOR TRUST

DAVID D. SGRO

GREGORY MONAHAN

THOMAS KOBYLARZ

JOHN SCHAUERMAN

ADAM SEMLER

LEONARD B. SCHLEMM

JOEL GREENBLATT

**Exhibit 10.3**

**FORM OF LOCK-UP AGREEMENT**

[●], 2017

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

[Name]

[Address]

**EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is entered into as of May 20, 2015 (the "Effective Date"), by and between Next Decade LLC, a Delaware limited liability company (the "Company"), and Kathleen Eisbrenner (the "Executive").

**WHEREAS**, the Company desires to continue to engage the services of the Executive and the Executive desires to continue to be employed by the Company;

**WHEREAS**, the Company desires to be assured that the unique and expert services of the Executive will be available to the Company, and that the Executive is willing and able to render such services on the terms and conditions hereinafter set forth;

**WHEREAS**, the Company desires to be assured that the confidential information and goodwill of the Company will be preserved for the exclusive benefit of the Company; and

**WHEREAS**, the Executive holds such number of Units (as defined in the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of February 13, 2014 (as amended from time to time, the "Operating Agreement")) as is set forth in the Operating Agreement.

**NOW**, **THEREFORE**, the Company and the Executive agree as follows:

**1. EMPLOYMENT AND RESPONSIBILITIES**

The Company will employ the Executive in the position of Chief Executive Officer, beginning on the Effective Date. The Executive will have such authority, and will perform all of the duties, normally associated with this position at similarly situated companies as well as other duties as may be reasonably assigned to her from time to time by the Board of Managers of the Company (the "Board") consistent with her position as Chief Executive Officer. Executive shall primarily perform services under this Agreement at the Company's office in The Woodlands, Texas or at such other place or places that the Company shall designate.

**2. ATTENTION AND EFFORT**

The Executive will devote substantially all of her business time, ability, attention and best efforts to the performance of her duties hereunder in a manner that will faithfully and diligently further the Company's business to the exclusion of all other business activities. However, the Executive may devote reasonable periods of time to engaging in such charitable or community service activities, serving on such boards of professional organizations and participating in such industry and/or trade groups and as the Board shall approve in its discretion (it being agreed that the activities board positions set forth on Schedule 1 have been approved by the Board).

**3. TERM**

The Company and the Executive agree that this Agreement and the Executive's employment with the Company shall commence on the Effective Date and will remain in effect until the third (3rd) anniversary of the Effective Date (the "Initial Employment Term") unless it is terminated in accordance with Section 6 below. At the conclusion of the Initial Employment Term or a Renewal Term (as defined below), this Agreement shall automatically extend for an additional one (1) year period (subject to earlier termination as provided in Section 6) (each such one (1) year period, a "Renewal Term"), unless the Company gives the Executive, or the Executive gives the Company, written notice at least one hundred and eighty (180) days prior to the end of the then-current Initial Employment Term or Renewal Term, as applicable, of such party's intention to not renew this Agreement for the following period ("Notice of Non-Renewal"). The Initial Employment Term and each Renewal Term together are referred to herein as the "Term").

**4. COMPENSATION**

During the Term, the Company agrees to pay to the Executive, and she agrees to accept in full consideration for all services performed by her, the following compensation:

**4.1 Base Salary**: The Company will pay the Executive an annual base salary of four hundred thousand dollars ($400,000), before all customary payroll deductions ("Base Salary"). This Base Salary will be paid in accordance with the usual payroll practices of the Company. The Base Salary may be increased (but not decreased) by the Board (or any duly constituted committee thereof) as determined in its sole discretion.

**4.2 Bonus**

(a) The Company shall (subject to the following sentence), during the Term of this Agreement, pay or cause to be paid to the Executive an annual cash bonus with a target of 100% of the Base Salary ("Annual Bonus"). The amount of any such bonus shall be determined by the Board based on target objectives and/or metrics with respect to the Executive's individual performance and the overall performance of the Company which are mutually agreed upon by the Executive and the Board at the beginning of each fiscal year (but no later than January 31 of the applicable year); provided, however, that the Annual Bonus shall be no less than two hundred thousand dollars ($200,000) unless the Board, in consultation with the finance committee, determines that a Qualified Project is no longer feasible in accordance with the feasibility assessment required by the Operating Agreement. The Annual Bonus will be paid at such time or times as bonuses are paid to the Company's senior management personnel and otherwise in accordance with the Company's policies and practices; provided, that the Annual Bonus shall be paid on or before March 15 of the fiscal year following the year in which it was earned to the extent payment on a later date would violate the provisions of Section 409A (as defined below); provided, further, that, except as provided in Section 7, the Annual Bonus shall only become due to the extent the Executive remains employed through the date of payment.

(b) In addition to any other compensation payable to the Executive pursuant to this Agreement, if, during the Term, the Company reaches the final investment decision ("FID") for a Qualified Project (as defined below), then, as soon as practicable (but no more than fifteen (15) days) following the date on which FID is reached, the Company shall pay or cause to be paid to the Executive a one-time cash bonus equal to one million dollars ($1,000,000). "Qualified Project" means the first liquefied natural gas (LNG) liquefaction project, located in the United States, of at least four million (4,000,000) tons per annum, that the Company takes to FID. For purposes of this Agreement, FID shall be reached on the date the Company's EPC contractor has been given notice to proceed as of or following the date the Board votes or consents to undertake construction of the Qualified Project.

**4.3** **Withholding**: The Company may withhold from any compensation and benefits payable to the Executive all applicable federal, state and local withholding taxes.

**4.4** **Management Incentive Pool**. At the closing of the Company's next equity financing, Executive shall be granted incentive membership interests in the Company equal to at least twenty percent (20%) of the incentive allocation pool ("Management Incentive Pool") as described in that certain NextDecade, LLC Term Sheet, dated April 21, 2015. The terms of the incentive membership interests granted to the Executive shall be determined, and the Management Incentive Pool shall be administered (in a manner consistent with the immediately preceding sentence), by a compensation committee of the Board of the Company in accordance with the Operating Agreement; provided, however, that Executive' incentive membership interests will vest (a) 5% upon execution by the Company of a final agreement with an engineering, procurement and construction (EPC) contractor for an LNG facility; (b) 10% upon submission of the formal filing to the Federal Energy Regulatory Commission (FERC) (a "Formal Filing"); (c) 10% upon the Company's initial public offering; (d) to the extent a Formal Filing has been made, 20% upon execution of one or more binding tolling agreements, with customary conditions precedent, providing for an aggregate of at least 3.825 million tons per annum; (e) 55% upon reaching FID; and (f) as otherwise described in such term sheet or herein and as may be agreed between the Company and Executive.

**5. BENEFITS**

**5.1** **Benefit Programs**. During the Term, the Executive will be entitled to participate in all employee incentive, pension and welfare benefit plans and programs made available generally to other employees of the Company, as such plans or programs may be in effect from time to time. For the avoidance of doubt, nothing contained in this Agreement shall require to Company to establish or maintain any such plan or program.

**5.2** **Vacation Time**. The Executive will be entitled to four (4) weeks of paid vacation per year.

**5.3** **Business Expenses**. The Company will pay for all reasonable expenses actually incurred by the Executive directly in connection with the business affairs of the Company and the performance of her duties hereunder, upon presentation of proper receipts or other proof of expenditure and subject to such reasonable guidelines or limitations provided by the Company from time to time or such expense reimbursement policies as the Board may adopt from time to time.

**6. TERMINATION**

The Executive's employment under this Agreement may be terminated as follows, but in the event of any such termination, the provisions of Sections 6, 7, 8 and 9 will survive the termination of the Executive's employment and the expiration of the Term.

**6.1 Definitions.**

(a) "Advance Notice Period" means a notice period of at least one hundred eighty (180) days' advance notice of the Termination Date.

(b) "Cause" means: (i) the Executive's refusal to comply with any lawful directive of the Board, which refusal is not cured by the Executive within thirty (30) days of such written notice from the Company; (ii) the Executive acts (including a failure to act) in a manner that constitutes willful misconduct or gross negligence in the performance of her duties as Chief Executive Officer; (iii) the Executive has committed an act of (A) theft, embezzlement, or material misrepresentation, in each case, in the performance of her duties as Executive related to the business of the Company; or (B) fraud; (iv) a material breach by the Executive of this Agreement or any fiduciary duty owed to the Company; or (v) the Executive's arrest, indictment for, or conviction of (or the entry of a plea of a nolo contendere or equivalent plea), in a U.S. court of competent jurisdiction, a felony or misdemeanor involving material dishonesty or moral turpitude, or (vi) the Executive's habitual or repeated performance of the Executive's duties under the influence of, alcohol or controlled substances to the extent it adversely affects the Executive's performance. A determination of Cause must be made in writing by a majority of the members of the Board (other than the Executive, who shall not participate in any deliberations of the Board with respect thereto) after the Executive has been given the opportunity to address members of the Board with respect thereto.

(c) "Disability" or "Disabled" means the Executive's inability to perform the duties set forth in Section 1 for a period of twelve (12) consecutive weeks, or a cumulative period of one hundred and eighty (180) business days in any 12-month period, as a result of physical or mental illness or loss of legal capacity. If there should be a dispute between the Company and the Executive as to the Executive's disability for purposes of this Agreement, the question shall be settled by the opinion of an impartial reputable physician agreed upon by the parties or their representatives, or if the parties cannot agree within ten (10) calendar days after a request for designation of such party, then a physician shall be designated by TIRR Memorial Hermann in Houston, Texas. The parties agree to be bound by the final decision of such physician.

(d) "Good Reason" means the occurrence of any of the following events without the Executive's express written consent: (i) any breach by the Company of any material provision of this Agreement, (ii) a reduction in the Executive's Base Salary or the guaranteed portion of the Annual Bonus, (iii) a material reduction or diminution of the Executive's duties, responsibilities or authorities which are caused by an act of the Company, including any material change in the reporting structure of or to Executive, or any assignment by the Company of duties materially inconsistent with Executive's position as Chief Executive Officer or (iv) the relocation of Executive's primary work location to a location that is more than thirty five (35) miles from Executive's then-current primary work location; provided, that in the event of a relocation to downtown Houston or otherwise in excess of twenty five (25) miles, the Company shall revise its expense reimbursement policy to take into consideration the cost of commuting to such location or the reimbursement of temporary housing for the Executive. For the avoidance of doubt, the Board consultation with Company personnel with respect to any matter shall not be deemed a "change in the reporting structure of or to Executive" for purposes of the definition of "Good Reason" in clause (iii) of this paragraph.

(e) "Notice of Termination" means the prior written notice of termination of the Executive's employment.

(f) "Termination Date" means the effective date of termination of the Executive's employment and this Agreement, other than any surviving provisions.

**6.2 By the Company.** The Company may terminate the employment of the Executive during the Term by delivery of a Notice of Termination, or decide not to renew this Agreement by delivery of a Notice of Non-Renewal to the Executive.

(a) If the Company terminates the Executive's employment for Cause, then the Notice of Termination may provide for an immediate Termination Date without a notice period.

(b) If the Company terminates the Executive's employment due to the Executive's death, the Termination Date will be the date of the Executive's death.

(c) If the Company terminates the Executive's employment due to the Executive's Disability, the Notice of Termination must provide a Termination Date that is at least ten days after the Executive has been determined to be Disabled.

(d) If the Company decides not to renew this Agreement, then the Notice of Non-Renewal must have been provided to the Executive at least one hundred eighty (180) days before the end of the Initial Term or current Renewal Term with a Termination Date of the last day of the Initial Term or such Renewal Term.

(e) If the Company terminates the Executive's employment without Cause, then the Notice of Termination must provide an Advance Notice Period, during which period the Executive's employment and performance of services will continue; provided, however, that the Company may, upon notice to the Executive and without reducing compensation during the Advance Notice Period, excuse the Executive from any or all of her duties during any Advance Notice Period.

**6.3 By the Executive.** The Executive may terminate her employment by delivery of a Notice of Termination to the Company.

(a) If the Executive terminates her employment for Good Reason, the Executive must provide a Notice of Termination to the Company within ninety (90) days of when the existence of a Good Reason condition first arose, with a Termination Date that is at least thirty (30) days in the future from the date of such notice, in order to permit the Company at least thirty (30) days to cure the condition. If the Company fails to cure the Good Reason condition during the cure period, then the Executive's employment will terminate on the Termination Date specified in the Notice of Termination if (i) the Company does not cure the condition during the thirty (30)-day cure period (or earlier date that the Company notifies the Executive that it will not cure the condition) and (ii) the Executive does not rescind such termination prior to the Termination Date.

(b) If the Executive decides not to renew this Agreement, then the Notice of Non-Renewal must have been provided to the Company at least one hundred eighty (180) days before the end of the Initial Term or current Renewal Term with a Termination Date of the last day of the Initial Term or such Renewal Term.

(c) If the Executive terminates her employment without Good Reason, then the Executive's Notice of Termination must provide an Advance Notice Period, during which period the Executive's employment and performance of services will continue; provided, however, that the Company may, upon notice to the Executive and without reducing compensation during the Advance Notice Period, excuse the Executive from any or all of her duties during any Advance Notice Period.

**7. TERMINATION PAYMENTS**

In the event Executive's employment with the Company is terminated, all compensation and benefits set forth in this Agreement will terminate as of the Termination Date except as specifically provided in this Section 7:

**7.1 Payment upon Termination by the Company for Cause or by Executive without Good Reason.** If the Executive's employment is terminated by the Company for Cause or by Executive without Good Reason, the Company shall:

(a) Pay her Base Salary through the Termination Date;

(b) Provide the Executive with all benefits and payments that are accrued but unpaid as of the Termination Date in accordance with this Agreement or the applicable benefit plans and programs of the Company, and

(c) Thereafter, the Company shall have no further obligation to make payments to the Executive hereunder.

**7.2 Payment upon Termination by the Company without Cause or by the Executive with Good Reason.** In the event the Executive's employment is terminated by the Company without Cause, or by the Executive with Good Reason, in addition to the payments described in Section 7.1(a) and (b) above, the following shall apply:

(a) The Company shall pay the Executive an amount equal to the sum of her Base Salary (as in effect as of her Termination Date) for a period of eighteen (18) months in a single, lump sum payment ("Severance Payment") within ten (10) days following the Termination Date;

(b) The Company shall pay her Annual Bonus for the preceding fiscal year in accordance with Section 4.2 to the extent not yet paid;

(c) The Company shall pay the Executive her Annual Bonus for the fiscal year in which the termination occurs when such Annual Bonus would otherwise be paid, and the Annual Bonus would be multiplied by a fraction, the numerator of which is the number of days in the fiscal year beginning on the first day through and including the Termination Date and the denominator of which is three hundred sixty five (365), with such payment made on the date the Annual Bonus is paid to other employees of the Company;

(d) If the Termination Date is within one hundred and eighty (180) days before FID, pay the amount described in Section 4.2(b);

(e) The Company shall provide the Executive with all benefits expressly available upon termination of employment in accordance with the plans and programs of the Company applicable to the Executive on the Termination Date (but without duplication of any benefits or payments otherwise provided for hereunder);

(f) The Company's obligation to make payments as provided in this Section 7.2 shall be contingent upon the Executive executing a general release concerning the Executive's employment in form and substance reasonably acceptable to the Company and the Executive, within forty-five (45) days following the Termination Date and not revoking such release during the seven (7)-day revocation period following execution of the release ("release consideration period"). The amounts that would otherwise be paid to the Executive prior to her execution of the release (without revocation) shall not be paid until the release becomes fully effective. Once the release becomes fully effective, any payment to the Executive that were delayed pursuant to the preceding sentence shall be promptly paid in a lump sum and any subsequent payments shall be paid to the Executive pursuant to the schedule otherwise required by this Agreement; provided, however, that if the release consideration period extends into the calendar year following the date of termination of employment, then the payment or payments shall not be made until the later calendar year regardless of when the release becomes effective;

(g) Executive's prior grants of incentive membership interests under the Management Incentive Pool shall vest in full.

**7.3 Payment upon Termination by the Company for Non-Renewal.** In the event the Executive's employment is terminated by the Company due to the Non-Renewal of the Term at the Company's election by Notice of Non-Renewal pursuant to Section 6.2(d), in addition to the payments described in Section 7.1 (a) and (b) above, the following shall apply:

(a) The Company shall pay the Executive the Severance Payment within ten (10) days following the Termination Date;

(b) The Company shall pay her Annual Bonus for the preceding fiscal year in accordance with Section 4.2 to the extent not yet paid

(c) The Company shall pay the Executive her Annual Bonus for the fiscal year in which the termination occurs when such Annual Bonus would otherwise be paid, and the Annual Bonus would be multiplied by a fraction, the numerator of which is the number of days in the fiscal year beginning on the first day through and including the Termination Date and the denominator of which is three hundred sixty five (365), with such payment made on the date the Annual Bonus is paid to other employees of the Company;

(d) If the Termination Date is within one hundred and eighty (180) days before FID, pay the amount described in Section 4.2(b);

(e) The Company shall provide the Executive with all benefits expressly available upon termination of employment in accordance with the plans and programs of the Company applicable to the Executive on the Termination Date (but without duplication of any benefits or payments otherwise provided for hereunder);

(f) Executive's prior grants of incentive membership interests under the Management Incentive Pool, to the extent then vested, shall remain outstanding in accordance with their terms and any unvested incentive membership interest shall lapse and be forfeited.

**7.4 Payment upon Termination by the Executive for Non-Renewal or by the Company due to Death or Disability.** In the event the Executive's employment is terminated by the Executive due to the Non-Renewal of the Term by the Executive pursuant to Section 6.3(b), or by the Company due to Executive's death or Disability, in addition to the payments described in Section 7.1 (a) and (b) above, the following shall apply:

(a) The Company shall pay her Annual Bonus for the preceding fiscal year in accordance with Section 4.2 to the extent not yet paid;

(b) The Company shall provide the Executive with all benefits expressly available upon termination of employment in accordance with the plans and programs of the Company applicable to the Executive on the Termination Date (but without duplication of any benefits or payments otherwise provided for hereunder);and

(c) Executive's prior grants of incentive membership interests under the Management Incentive Pool, to the extent then vested, shall remain outstanding in accordance with their terms and any unvested incentive membership interest shall lapse and be forfeited.

**8. PROTECTION OF CONFIDENTIAL INFORMATION**

The Company has provided to Executive prior to the date of this Agreement, the Executive is in possession of, and the Company will, on an ongoing basis during the term of this Agreement, provide to Executive (or provide the Executive with access to), Confidential Information which the Executive did not or would not have access to or knowledge of before such Confidential Information was provided or made accessible to Executive by the Company. "Confidential Information" means all confidential or proprietary information that relates to the business, technology, manner of operation, suppliers, customers, finances, investors, prospective investors, technical data, engineering data, project specifications and studies, employees, or business plans, proposals or practices of the Company or its subsidiaries (if any), and includes, without limitation, the identities of the Company's suppliers, investors, prospective investors, customers and prospective customers, the Company's business plans and proposals, marketing plans and proposals, technical plans and proposals, research and development, budgets and projections, and nonpublic financial information. Excluded from the definition of Confidential Information is (i) information that is or becomes generally known to the public, other than through the breach of this Agreement by the Executive and (ii) industry practices, standards and general operational procedures. For this purpose, information known or available generally within the trade or industry of the Company shall be deemed to be generally known to the public.

**8.1** **Non-Disclosure of Confidential Information**: The Executive understands and agrees that Confidential Information will be considered the trade secrets of the Company and will be entitled to all protections given by law to trade secrets and that the provisions of this Agreement apply to every form in which Confidential Information exists, including, without limitation, written or printed information, films, tapes, computer disks or data, or any other form of memory device, media or method by which information is stored or maintained. The Executive acknowledges that in the course of employment with the Company, she has received and may receive Confidential Information of the Company. The Executive further acknowledges that Confidential Information is a valuable, unique and special asset belonging to the Company. For these reasons, and except as otherwise directed by the Company, the Executive agrees, during her employment, and at all times after the termination of her employment with the Company, that she will not disclose or disseminate to anyone outside the Company, nor use for any purpose other than as required by her work for the Company, nor assist anyone else in any such disclosure or use of, any Confidential Information.

**8.2** **Return of Company Property and Information**: Upon the Company's request at any time and for any reason, the Executive shall immediately (to the extent practicable) deliver to the Company all materials (including all soft and hard copies) in the Executive's possession to the extent they contain, reflect or substantially relate to Confidential Information. The Executive shall not retain any originals or copies, in electronic or printed form, of any documents or materials related to the Company's business that the Executive came into possession of or created as a result of the Executive's employment at the Company; provided, however, that the Executive shall not be in breach of this Agreement with respect to copies of materials retained electronically in back-up files that are impractical to retrieve. The Executive acknowledges that such information, documents and materials are the exclusive property of the Company.

**8.3** **Applicability:** This Section 8 will survive the termination of this Agreement and the Executive's employment with the Company. The covenants contained in this Section 8 are made by the Executive in consideration for (i) the Company's promise to provide Confidential Information to the Executive, (ii) the substantial economic investment made by Company in the Confidential Information and (iii) the compensation and other benefits afforded by Company to the Executive.

**9. NONCOMPETITION AND NONSOLICITATION**

**9.1** **Applicability**. This Section 9 will survive the termination of this Agreement and the Executive's employment with the Company. The covenants contained in this Section 9 are made by the Executive in consideration for (i) the Company's promise to provide Confidential Information to the Executive, (ii) the substantial economic investment made by Company in the Confidential Information and (iii) the compensation and other benefits afforded by the Company to the Executive. To protect the Company's Confidential Information, the Executive agrees that it is necessary to enter into the following restrictive covenants. The Executive agrees that these covenants are ancillary to the enforceable promises between Company and the Executive in Section 8.

**9.2 Definitions.**

(a) "Competitive Business" means any business that is engaged in, has made a final investment decision for, or is seeking funding, permits or regulatory approvals for, (i) the development, construction and operation of a new, or an expansion of an existing, facility for the exportation from the United States of liquefied natural gas or (ii) any phase of such a liquefied natural gas development or expansion project described in (i) that involves the siting, design or construction of facilities for the production and export from the United States of liquefied natural gas by such business.

(b) "Developments" means all inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, trade secrets or intellectual property rights or any interest therein to the extent relating to the business of the Company.

(c) "Restricted Period" means the period commencing on the Effective Date and ending on the eighteen month anniversary of the Termination Date.

(d) "Solicitation" means, directly or indirectly, individually or as a consultant to, or as an employee, officer, director, stockholder, partner or other owner or participant of, any entity, (i) the solicitation of, inducement of, or attempt to induce, any employee, agent or consultant of the Company to leave the employ of, or stop providing services to, the Company; or (ii) the offering or aiding another to offer employment to, or interfering or attempting to interfere with the Company's relationship with, any employees or consultants of the Company.

**9.3 Noncompetition**. The Executive agrees that (i) during the Restricted Period, other than in connection with her duties under this Agreement, she will not, without the prior written consent of the Company, directly or indirectly, engage in any employee, managerial, consulting, advisory or similar activities for or for the benefit of a Competitive Business and (ii) during the Restricted Period, she will not own, directly or indirectly, a Competitive Business or any interest therein. Notwithstanding the foregoing, the Executive shall be permitted during the Restricted Period to own, directly or indirectly, securities of any organization or entity, which are traded on any national securities exchange if the Executive is not the controlling shareholder, or a member of a group that controls such organization or entity, and directly or indirectly, does not own five (5) percent or more of any class of securities of such organization or entity. Notwithstanding the foregoing, after the Term (including during the balance of Restricted Period), the Executive may be employed by or provide services to any (i) third-party service provider to the LNG industry, such as an EPC company, or (ii) any organization who engages in a Competitive Business but its primary line of business is not a Competitive Business if and for so long as she does not engage in or provide information or assistance to the Competitive Business line of business.

**9.4 Nonsolicitation**. During the Restricted Period, the Executive will not engage in or attempt to engage in any Solicitation; provided that Solicitation will not be considered to have occurred by the general advertising for or hiring of any employee by entities with which the Executive is associated, as long as she does not (a) directly or indirectly contact such employee prior to her departure from the Company or during the balance of the Restricted Period regarding such employee's employment with such entities, or (b) in the case of hiring such employee, control such entity or have any input in the decision to hire such employee. Notwithstanding the foregoing, after the Term but during the balance of the Restrictive Period, the Executive may hire her spouse directly or indirectly on behalf of another entity with which she is associated. Responding to reference requests shall not be considered a Solicitation. For avoidance of doubt, for the purposes of this Section 9.4, (i) "employee" shall not include any employee of the Company that has not been employed by the Company for a period of at least thirty (30) days, and (ii) Solicitation will be not be considered to have occurred with respect to any agent of consultant to the Company merely because such agent or consultant is retained by such entity or entities.

**9.5 Ownership of Intellectual Property**.

(a) All Developments made by the Executive, either alone or in conjunction with others, at any time or at any place during the Executive's employment with the Company, whether or not reduced to writing or practice during such period of employment, which relate to the business in which the Company is engaged or, to the knowledge of the Executive, in which the Company has taken material actions in order to prepare to engage, shall be and hereby are the exclusive property of the Company without any further compensation to the Executive. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by the Executive are intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, and shall be and hereby are the property of the Company.

(b) The Executive shall promptly disclose any Developments to the Company. If any Development is not the property of the Company by operation of law, other provisions of this Agreement or otherwise, the Executive will, and hereby does, assign to the Company all right, title and interest in such Development, without further consideration, and will assist the Company and its nominees in every way, at the Company's expense, to secure, maintain and defend the Company's rights in such Development. The Executive shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United States or any foreign country which the Company desires to file and relates to any Development.

(c) During the Term, the Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as such Executive's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive the Executive's death or incapacity), to act for and in the Executive's behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or such other similar documents with the same legal force and effect as if executed by the Executive.

**9.6** **Tolling**. If an arbitrator determines that the Executive has violated Section 9.3 or 9.4, the Restricted Period as to that particular section will be tolled for the time period of non-compliance as specifically determined by the arbitrator.

**9.7** **Equitable Relief**: The Executive acknowledges that (i) the provisions of this Section 9 are essential to the Company; (ii) that the Company would not enter into this Agreement if it did not include this Section 9; and (iii) that damages sustained by the Company as a result of a breach of this Section 9 cannot be adequately remedied by monetary damages. Furthermore, the Executive agrees that the Company, notwithstanding any other provision of this Agreement, and in addition to any other remedy it may have under this Agreement, or at law, will be entitled to injunctive and other equitable relief to prevent or curtail any breach of this Section 9.

**9.8** **Contingent upon Compliance.** The restrictive covenants imposed on Executive in this Agreement following any Termination Date shall be operable and effective only if the Company is in material compliance with its obligations under Section 7 and Section 10. In the event the Executive materially breaches any of her obligations under Section 9.4, then in addition to any other rights and remedies to which the Company is otherwise entitled, the Executive shall promptly pay to the Company any Severance Payment or other payment previously made to the Executive pursuant to Section 7.2 and the Company shall have no further obligations to make payments under Section 7.2.

**10. LEASE GUARANTY**

**10.1** **Termination of Guaranty**. The Company shall use its best efforts to cause Executive and Mr. Ray Eisbrenner to be released in full on or before the sixtieth ($60^{th}$) day following the date of this Agreement from that certain guaranty ("Guaranty") of the Company's Office Lease of 3 Waterway Square, dated April 13, 2012 (as it may be amended from time to time, the "Lease").

**10.2** **Limitations.** For so long as Executive and/or Mr. Eisbrenner are guarantors of the Lease, the Company shall not without the prior written consent of each of Executive and Mr. Eisbrenner (i) amend, extend, terminate or take any action or inaction that would result in a breach or default of the Lease or (ii) enter into any agreement for the sale or other disposition of the Company or all or substantially all of its asset or business. In addition, prior to any termination of Executive's employment by or non-renewal of this Agreement by the Company, the Company shall cause each of Executive and Mr. Eisbrenner to be released in full from the Guaranty. Within sixty (60) days of any termination of employment by Executive, the Company shall cause each of Executive and Mr. Eisbrenner to be released in full from the Guaranty.

**10.3** **Indemnification.**

(a) Upon any claim (a "Claim") being made against either Executive or Mr. Eisbrenner (each an "Indemnified Party") under the Lease or in respect of the Guaranty, the Indemnified Party shall promptly notify the Company, in writing, of such claim and the Company shall, and shall be obligated to, indemnify, defend and hold harmless each Indemnified Party from and against any liabilities, out-of-pocket costs or expenses, damages and losses and all interest, penalties and reasonable out-of-pocket legal and professional costs and expenses suffered or incurred by an Indemnified Party arising out of or incurred as a result of such Claim or enforcing their rights under this Section 10. The failure to promptly notify the Company as provided above shall not relieve the Company of its obligations under this Section 10.3, except to the extent such failure shall have adversely prejudiced the Company.

(b) The Company shall be entitled to assume and control the defense of any Claim for which an Indemnified Party may be entitled to indemnification hereunder and shall be entitled to select counsel of its choosing for purposes of such defense; provided, that it assumes the defense within thirty (30) days of notice of the Claim (or sooner if the nature of the Claim requires). No settlement may be made by the Company that does not include a full and unconditional release from any and all liability in respect thereof.

(c) The obligations of the Company under this Section 10 (i) are continuing obligations and will extend to the ultimate balance of sums payable by the Company hereunder, regardless of any intermediate payment or discharge in whole or in part and (ii) will not be affected by any act, omission, matter or thing which, but for this Section 10, would reduce, release or prejudice any of its obligations under this Section 10 (without limitation and whether or not known to it or any other person).

(d) Payment of all amounts owing by the Company under this Section 10.3 shall be made promptly (but no more than thirty (30) days) following the earlier of final settlement among the Company and the Indemnified Parties or final resolution of the Claim with respect to which the Company's indemnification obligation relates; provided, however, that in the event the Company does not assume the defense of the Claim or any Indemnified Party incurs out of pocket expenses or costs in respect of the Claim, the Company shall make payment to the Indemnified Party within thirty (30) days after receipt of reasonable evidence of the incurrence of such amounts.

**10.4 Third-Party Beneficiary**. Mr. Eisbrenner is an express third-party beneficiary of this Section 10 and may enforce this Section 10 against the Company.

**11. FORM OF NOTICE**

All notices given hereunder shall be given in writing, shall specifically refer to this Agreement and shall be personally delivered or sent by telecopy or other electronic facsimile transmission or by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may hereafter be designated by notice given in compliance with the terms hereof:

If to Executive: Kathleen Eisbrenner
214 N Tranquil Path
The Woodlands, TX 77380
Fax No: 832-426-1870
e-mail:Kathleen@next-decade.com

| | |
|---|---|
| If to the Company: | Next Decade LLC<br>3 Waterway Square Place<br>Suite 400<br>The Woodlands, TX 77380<br>Attention: Board Chair |
| With copies to: | York Capital Management<br>767 Fifth Avenue, 17th Floor<br>New York, NY 10153<br>Attention: General Counsel<br>Telephone: 212-300-1300<br>Fax: 212-300-1301<br>Email: operations@yorkcapital.com |

If notice is mailed, such notice shall be effective upon mailing, or if notice is personally delivered or sent by electronic facsimile transmission, it shall be effective upon receipt.

**12. ASSIGNMENT**

This Agreement and all rights under this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective personal or legal representatives, executors, administrators, heirs, distributees, devisees, legatees, successors and assigns. Except as set forth in Section 10, nothing in this Agreement shall be construed to confer any right, benefit or remedy upon any person that is neither a party hereto nor a personal or legal representative, executor, administrator, heir, distributee, devisee, legatee, successor or assign of a party hereto. This Agreement is personal in nature, and none of the parties to this Agreement shall, without the written consent of the others, assign or transfer this Agreement or anyone or more of its rights or obligations under this Agreement to any other person or entity, except that the Company may assign its rights and delegate its obligations under this Agreement to any entity that acquires all or substantially all of its business, whether by sale of assets, merger or like transaction, provided such other person or entity expressly agrees to the enforceability of the terms and conditions hereunder against such other person or entity, as successor to the Company. If the Executive should die while any amounts are still payable, or any benefits are still required to be provided, to the Executive hereunder, all such amounts or benefits, unless otherwise provided herein, shall be paid or provided in accordance with the terms of this Agreement to the Executive's devisee, legatee or other designee or, if there be no such person, to the Executive's estate.

**13. WAIVERS**

No delay or failure by any party hereto in exercising, protecting or enforcing any of its rights, titles, interests or remedies under this Agreement, and no course of dealing or performance with respect thereto, will constitute a waiver thereof. The express waiver by a party hereto of any right, title, interest or remedy in a particular instance or circumstance will not constitute a waiver thereof in any other instance or circumstance. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

**14. AMENDMENTS IN WRITING**

No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure therefrom by either party, will in any event be effective unless the same is in writing, specifically identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged and signed by the Company and the Executive. Each amendment, modification, waiver, termination or discharge will be effective only in the specific instance and for the specific purpose for which given. No provision of this Agreement will be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by the Company and the Executive.

**15. APPLICABLE LAW; DISPUTE RESOLUTION**

**15.1 Governing Law.** This Agreement will in all respects, including all matters of construction, validity and performance, be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to any rules governing conflict of laws of the laws of any jurisdiction other than the State of Texas.

**15.2 Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, the Executive's employment relationship with the Company or the termination hereof or thereof (including, but not limited to, any claims of breach of contract, wrongful termination or age, sex, race, disability or other discrimination) shall be resolved by confidential, binding arbitration, to be held in Houston, Texas, administered by the American Arbitration Association under its Employment Arbitration Rules and judgment upon the award rendered by a single arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either the Company or the Executive may apply to any court of competent jurisdiction seeking an equitable remedy to enforce this Section 15.2 or injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

**16. COMPLIANCE WITH SECTION 409A.**

**16.1** The Company intends that this Agreement shall comply with Section 409A and shall be interpreted, operated and administered accordingly. Notwithstanding anything herein to the contrary, (i) if at the time of the Executive's termination of employment with the Company the Executive is a "specified employee" as defined in Section 409A of the Internal Revenue Code of 1986, as amended, and the guidance issued thereunder ("Section 409A") and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the payments to which Executive would otherwise be entitled during the first six months following her termination of employment shall be deferred and accumulated (without any reduction in such payments ultimately paid or provided to the Executive) for a period of six months from the date of termination of employment and paid in a lump sum on the first day of the seventh month following such termination of employment (or, if earlier, the date of the Executive's death), and (ii) if any other payments of money or other benefits due to Executive hereunder would cause the application of an accelerated or additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Board, that does not cause such an accelerated or additional tax. The Company intends that this Agreement shall comply with Section 409A and shall be interpreted, operated and administered accordingly.

**16.2** Each installment payment or other payment in a series of payments hereunder shall be deemed to be a separate payment for purposes of Section 409A. To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

**17. SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable under applicable law, for any reason, including, without limitation, the duration of such provision, its geographical scope or the extent of the activities prohibited or required by it, then, to the full extent permitted by law (i) all other provisions will remain in full force and effect and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, (ii) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof, and (iii) any court or arbitrator having jurisdiction thereover shall (and will have the power to) reform such provision to the extent necessary for such provision to be enforceable under applicable law.

**18. COUNTERPARTS**

This Agreement, and any amendment or modification entered into pursuant to Section 13 hereof, may be executed in any number of counterparts (including facsimile or electronically transmitted portable document (.pdf) counterparts), each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, will constitute one and the same instrument; provided that fax or electronically transmitted signatures of this Agreement shall be deemed the same as delivery of an original. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt. At the request of either party, the parties will confirm fax or electronically transmitted signature pages by signing a duplicate original document.

**19. NO CONFLICTING AGREEMENTS**

The Executive represents and warrants to the Company that the Executive is not a party to or bound by any confidentiality, noncompetition, nonsolicitation, employment, consulting or other agreement or restriction which could conflict with, or be violated by, the performance of the Executive's duties to the Company or obligations under this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement on and as of the date hereof constitutes the entire agreement between the Company and the Executive relating to employment of the Executive with the Company, and supersedes and cancels any and all previous or contemporaneous contracts, arrangements or understandings, whether oral or written between the Company and the Executive relating to her employment with or termination from the Company. The Executive covenants and agrees within thirty (30) days of the Effective Date, to use reasonable best efforts to reach an agreement with certain members of Company senior management regarding the allocation of certain Units to which Executive is entitled from the Executive to such senior management. Without limiting the foregoing, the Executive and the Company acknowledge and agree that this Agreement supersedes that certain employment agreement, dated January 2, 2013, between the Company and the Executive (together with any amendments thereto, the "Prior Employment Agreement"), which shall be of no further force and effect from and after the date hereof. The Executive acknowledges that, as of the date hereof, the Executive hereby waives any claim against the Company for breach or violation of the Prior Employment Agreement and that no payments or other amounts are due or payable to the Executive pursuant to the Prior Employment Agreement as of the date hereof other than accrued salary from May 1, health and welfare benefits and outstanding expense reimbursements submitted in accordance with Company policies and which shall be paid in accordance with the Company's policies and procedures.

**The next page is the signature page.**

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement on the date set forth above.

**EMPLOYEE**:

/s/ Kathleen Eisbrenner
Kathleen Eisbrenner

**NEXT DECADE LLC**

By: /s/ Matthew Bonnano
Name: Matthew Bonnano
Title: Director

*[Signature page to Employment Agreement]*

**Schedule 1**

National Petroleum Council
American Bureau of Shipping

**Exhibit 10.5**

***EXECUTION VERSION***

**NextDecade, LLC**
**3 Waterway Square Place**
**The Woodlands, Texas 77380**

April 17, 2017

Kathleen Eisbrenner
3 Waterway Square Place
The Woodlands, Texas 77380

York Capital Management Global Advisors, LLC
767 Fifth Avenue, 17th Floor New York, New York 10153

Ladies and Gentlemen:

We refer you to the Agreement and Plan of Merger, dated as of the date hereof (the "Merger Agreement"), by and among Harmony Merger Corp., Harmony Merger Sub, LLC, NextDecade, LLC (the "Company") and the other parties thereto. Capitalized terms used in this letter agreement that are not defined herein shall have the meaning assigned to such terms in the Merger Agreement. References herein to the Company shall refer from and after Closing to the Surviving Entity.

This letter agreement will confirm the agreement on the part of the Company, Kathleen Eisbrenner ("Eisbrenner") and York Capital Management, L.P., York Credit Opportunities Fund, L.P., York Select, L.P., York Credit Opportunities Master Fund, L.P., York European Distressed Credit Fund II., L.P., York Multi-Strategy Master Fund, L.P., York Select Investors Master Fund, L.P. and York Select Master Fund, L.P. (collectively, "York" or the "York Funds") as follows:

1. Employment Agreement. Effective as of the Closing, the Employment Agreement, dated May 20, 2015 (the "Employment Agreement"), by and between Eisbrenner and the Company, shall be amended by this letter agreement to effect and reflect the terms set forth in Exhibit A hereto and will otherwise continue in full force and effect in accordance with its terms from and after Closing.

2. 2018 Compensation Packages.

(a) Promptly following the Closing, the Company shall identify and engage a nationally-recognized compensation consultant reasonably acceptable to the members of the Company's compensation committee that has experience in advising public company boards of directors and compensation committees with respect to senior management cash compensation packages; provided that the Company shall use its commercially reasonable efforts to engage such consultant within four weeks after Closing. The consultant shall prepare a compensation survey of public company peers

and make recommendations to the Company and its compensation committee for cash compensation packages for the Company's senior management team no later than November 1, 2017. The peer group utilized by the consultant shall include Tellurian Inc. and Liquefied Natural Gas Limited and such other public company peers, if any, as are reasonably acceptable to the members of the compensation committee.

(b) Each of the parties hereto shall use its reasonable best efforts to implement new cash compensation packages for the senior management team to be effective January 1, 2018 that take into consideration the report and recommendations of the consultant.

(c) The 2018 cash compensation package for Eisbrenner shall be that contained in her Employment Agreement (as modified hereby). For the avoidance of doubt, that package shall include base salary of $617,500 and annual bonus opportunity as described on Exhibit A.

(d) Each of the parties hereto shall use its reasonable best efforts to cause the directors listed on Schedule 7.1(e) to the Merger Agreement under "Nominating, Corporate Governance & Compensation Committee" to be named to serve on the compensation committee of Harmony Merger Corp. following the Closing until at least January 1, 2018, subject to such persons meeting all applicable legal requirements and applicable listing standards to serve in such capacity.

3. Executive Officer Search. A committee comprised of Eisbrenner, Matt Bonanno, Brian Belke and Avi Kripalani shall conduct a search process including, if desired, recommending to the Company a nationally recognized executive search firm, to identify an experienced executive to assume a senior executive role of the Company reporting as determined by a majority of the committee. The members of the search committee shall in good faith cooperate with respect to the search process and shall define the duties, obligations and (in consultation with, and subject to approval of, the compensation committee) compensation of the new executive. The committee shall make all decisions on the executive officer search by majority vote.

4. Antidilution. The Company's LLC Agreement immediately prior to Closing will terminate at Closing; provided, that Section 4.1.2 will be taken into account in determining the amount of Merger Consideration payable to Eisbrenner, but only after taking into account all investments made or called prior to or in connection with the Closing.

5. KE/York Side Letter Amendments. Effective as of the Closing, the York/Eisbrenner Class A Unit Letter Agreement, dated November 13, 2015 (the "Side Letter"), shall be amended by this letter agreement to effect and reflect the terms set forth in Exhibit B hereto and will otherwise continue in full force and effect from and after Closing. The parties shall execute such additional documentation as may be necessary or desirable to effect the terms set forth in Exhibit B.

6. All Actions. Each party hereto agrees to take all actions within its power to cause the terms and provisions of this letter agreement to be carried out, including by directing its respective Board designees or affiliated persons to take appropriate actions with respect to the matters contained herein.

York Capital Management Global Advisors, LLC represents that it has all necessary power and authority to execute this letter agreement on behalf of each York Fund. This letter agreement shall be construed and governed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. This letter agreement may be executed in one or more counterparts and all such counterparts so executed shall constitute an original agreement binding on all parties, but together shall constitute but one instrument.

[*Signature page follows*]

If the above correctly reflects our understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this letter agreement.

Very truly yours,

NEXT DECADE LLC

By: /s/ Krysta De Lima
Name: Krysta De Lima
Title: General Counsel

ACKNOWLEDGED AND AGREED
As of the date first above written:

/s/ Kathleen Eisbrenner
Kathleen Eisbrenner

York Capital Management,
On behalf of itself and each of the York Funds

By: /s/ John J. Fosina
Name: John J. Fosina
Title: Chief Financial Officer

*[Signature Page to Side Letter between NextDecade, K. Eisbrenner & York]*

**Exhibit A**

**Employment Agreement Amendments**

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| ***Base Salary*** | $617,500 annual cash compensation, effective as of the Closing Date of the Merger, payable on the Company's normal payroll cycle; provided, that if the Closing Date is after July 1, 2017, then Eisbrenner shall be compensated as if the Closing Date occurred on July 1, 2017, with any "catch-up" payment to be made as soon as practicable after the Closing Date. For the avoidance of doubt, commencing on January 1, 2018, Eisbrenner's annual cash compensation of $617,500 will be payable on the Company's normal payroll cycle. |
| ***Annual Bonus*** | Minimum: $308,750<br><br>Target: 100% of Base Salary<br><br>Stretch: 160% of Base Salary |
| ***Change in CEO*** | If, prior to FID, the Company or Parent appoints an individual other than Eisbrenner to the position of CEO or other officer position that reports directly to the Board and does not terminate Eisbrenner's employment for Cause under the Employment Agreement (a "New Executive Event"), such appointment shall not be considered a termination of Eisbrenner's employment without Cause, including for purposes of Section 7.2; provided that (i) Eisbrenner is not removed or replaced as Chair of the Board of Parent during the Initial Employment Term, (ii) Eisbrenner's employment shall continue in accordance with the terms of the Employment Agreement (as amended hereby), subject only to any change in title and responsibilities consistent therewith as delegated to her by the Board of Directors at such time and Eisbrenner shall be entitled to 6 weeks paid vacation time, and (iii) upon any Termination Date, (A) within ten days following the Termination Date, the Company shall pay Eisbrenner (in addition to any other amounts due in accordance with the terms of the Employment Agreement) a special bonus equal to the sum of her Base Salary for a period of eighteen (18) months in a single, lump sum payment (i.e., $926,250), in recognition of her dedicated service to the Company (the "Special Bonus") and (B) prior to the Termination Date, the compensation committee of the Board and the Board shall consider in good faith (acting reasonably and taking into account all of the circumstances applicable to Eisbrenner's contributions to the Company) acceleration of Eisbrenner's unvested equity to be effective as of the Termination Date. For the avoidance of doubt, the Special Bonus shall be paid following any New Executive Event in addition to any other amounts (including equity vesting) to which Eisbrenner becomes entitled to as of her Termination Date pursuant to the Employment Agreement, which other amounts are not amended |

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| | hereby.<br><br>In addition, upon any New Executive Event, to the extent any shares of Parent Common Stock issued to Eisbrenner are at such time subject to a lock-up agreement, the Company will release shares with an aggregate value of $25 million from any restriction on trading in such lock-up agreement that extends for more than six months.<br><br>For the avoidance of doubt, a New Executive Event shall not impact Eisbrenner's role as Chair of the Board during the Initial Employment Term. |
| ***"Good Reason"*** | Clause (iii) of the definition is amended to add the following proviso: "; provided, that no such reduction or diminution, change of reporting structure or assignment of duties shall constitute Good Reason if and only for so long as Executive has not been or is not at any time during the Initial Employment Term removed or replaced as Chair of the Board of Parent". |
| ***Term*** | The Initial Employment Term will be extended to June 30, 2019. |
| ***Definitions*** | References to the Company shall mean the Parent or the Company, as applicable, such that the holding company structure of the Parent and the Company shall not subvert the intent and provisions in the Employment Agreement.<br><br>References to the Board shall mean the board of directors of Parent.<br><br>References to incentive membership interests under the Management Incentive Pool shall refer to Restricted Shares issued as Merger Consideration in exchange therefor pursuant to the Merger Agreement. |
| ***Lock-up Matters*** | The Company will, upon notice from Eisbrenner that she is seeking a third party loan, execute an amendment to the lock-up agreement executed by Eisbrenner at Closing solely to permit a pledge of shares of Parent Common Stock with an aggregate value of up to $675,000. |
| ***New Equity Incentive Plan*** | As contemplated by the Merger Agreement, and assuming that the Parent Plan is approved by the stockholders of Parent at the Special Meeting, within one year of the Closing, the parties here to will use reasonable best efforts to make a grant of equity compensation to Eisbrenner under the Parent Plan. |

**Exhibit B**

**Amendments to York-KE Side Letter**

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| Sharing Percentages | As of the date of this amendment, the York Sharing Percentage is 79.405% and the KE Sharing Percentage is 20.595%, which reflects vesting of 150 basis points of the P/J Promote Adjustments pursuant to Sections 4(a) and (c) of the Side Letter. |
| Conversion to Merger Consideration | At and after the Effective Time, the Merger Consideration will be distributed to the York Funds and Eisbrenner in respect of the Class A Units in accordance with Section 8 of the Side Letter. The shares of Parent Common Stock issued to the York Funds and Eisbrenner in the aggregate in respect of Section 8(ii)(E) of the Side Letter are referred to herein as the "Residual A Shares." At the Closing (and upon any issuance of Contingent Shares (a "Contingent Issuance")), the Company's Chief Financial Officer shall certify to the York Manager and Eisbrenner the number of shares of Parent Common Stock that constitute Residual A Shares. |
| Restricted Residual A Shares | 12.25% of the Residual A Shares issued in the name of the York Funds (in such allocations among the York Funds as determined by the York Manager) shall be designated as "restricted" and bear a legend referencing the restrictions contained herein.<br><br>At Closing, the applicable York Funds shall deliver into escrow with the Company's Transfer Agent a conditional stock power and power of attorney duly endorsed in blank permitting the transfer of Residual A Shares in accordance with this letter agreement.<br><br>The restricted Residual A Shares will be deposited with the Company until the restrictions lapse, or the shares are transferred (cancelled and re-issued) as described herein.<br><br>Section 5 of the Side Letter shall be terminated at Closing. |
| Promote Adjustments | Each of the adjustments contained in Sections 3 and 4 of the Side Letter shall continue in full force and effect after the Merger and shall apply to the Residual A Shares. References to the Class A Units and Class B Units in Section 4(d) of the Side Letter shall refer to the shares of Parent Common Stock issued as Merger Consideration pursuant to the Merger Agreement in respect of/in exchange for the Class A Units and Class B |

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| | Units of the Company<br><br>From and after Closing, upon the occurrence of any event or circumstance that would result in any Founder Promote Adjustment or P/J Promote Adjustment, for each one basis point (.01 percentage points) increase in the KE Profit Sharing Percentage (and corresponding decrease in the York Profit Sharing Percentage), the Company shall take all appropriate actions to transfer the appropriate number of Residual A Shares from the York Funds to Eisbrenner that corresponds to .01 percent of the total Residual A Shares, including including the removal of any legend or restriction.<br><br>Upon the occurrence of any Contingent Issuance, the Company shall take such actions as described above as are necessary to cause the respective numbers of Residual A Shares issued in the names of the York Funds and Eisbrenner to reflect then current KE Profit Sharing Percentage and the York Profit Sharing Percentage.<br><br>The York Funds and Eisbrenner shall execute such documentation and take such other actions as may be necessary or reasonably requested by the Company to effect the transfer of Residual A Shares described above. |
| Founder Promote Expiration | Promptly after June 1, 2018, if and to the extent any rights and obligations to the Founder Promote Adjustments have terminated in accordance with Section 3 of the Side Letter, then the Company shall remove the restricted legend from such percentage of the Residual A Shares that corresponds to the percentage of Change of Control Adjustment and/or FID Adjustment that has expired and terminated. |
| Assignment | Section 10 of the Side Letter shall continue in effect from and after the Closing; provided, that (i) references to Class A Units shall refer to the restricted Residual A Shares, (ii) references to the LLC Agreement shall refer to the Company's bylaws and articles of incorporation and (iii) the purchaser of any Residual A Shares shall deliver to the Company, prior to any transfer of such shares, reasonable documentation evidencing the assumption, without qualification, of this letter agreement and a stock power and power of attorney duly endorsed in blank permitting the transfer of the Residual A Shares in accordance with this letter agreement. |
| Definitions | References herein and in the Side Letter to the Company shall mean the Parent or the Company, as applicable, such that the holding company structure of the Parent and the Company shall not subvert the intent and provisions in the Side Letter or this amendment.<br><br>For purposes of the Founder Promote Adjustments and P/J Promote Adjustments, "Change of Control" and "FID" shall have the meanings set forth below. Any capitalized term used but not defined in such definitions shall have the respective meanings ascribed to them in the Company's LLC |

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| | Agreement as of the date hereof.<br><br>"Change of Control" means a transaction or series of related transactions, including a merger, consolidation, recapitalization, exchange of interests or reorganization of the Company or Parent with or into an Independent Third Party, the direct or indirect Transfer of legal or beneficial ownership of capital stock of the Company or Parent to an Independent Third Party, or the issuance of capital stock of the Company or Parent or other equity interest in the Company or Parent to an Independent Third Party, as a result of which the beneficial owners of Units of the Company immediately prior to the Effective Time (as defined in the Merger Agreement) (i) beneficially own equity securities of the Company or Parent or the successor entity representing less than 50% of the combined voting power of the outstanding voting securities, on a fully- diluted basis, of the Company or Parent or the successor entity, as applicable, immediately after such transaction or series of related transactions, or (ii) are otherwise unable to elect a majority of the board of directors of the Company or Parent or the members of the board of directors, managers or equivalent governing body of the successor entity immediately after such transaction or series of related transactions. Notwithstanding the foregoing, for purposes of this definition, the issuance or Transfer of Indirect Equity by a Member or a Related Entity of a Member will not constitute a Transfer of beneficial ownership of capital stock of the Company or Parent if (x) the capital stock of the Company or Parent, as applicable, owned (directly or indirectly) by the Member or Related Entity constitute less than 25% of the assets of the Member or Related Entity and (y) the Person controlling the Member or Related Entity immediately prior to such issuance or Transfer retains such control immediately following such issuance or Transfer.<br><br>"Final Investment Decision" or "FID" means the board of directors of Parent has affirmatively voted or consented to undertake construction of a Project and the Company, acting through its Chief Executive Officer, President or any other officer of the Company authorized by the board of directors of Parent, has given a full notice to proceed under an EPC Contract. |

**Exhibit 10.6**

**York Capital Management**
**767 Fifth Avenue, 17th Floor**
**New York, NY 10153**

November 13, 2015

Kathleen Eisbrenner
3 Waterway Square Place, Suite 400
The Woodlands, TX 77380

Dear Kathleen:

Reference is made to the Third Amended and Restated Limited Liability Company Agreement of Next Decade LLC (the "**Company**"), dated as of June 15, 2015 (as amended, the "**LLC Agreement**"), to which you ("**KE**" or "**you**"), the York Funds (as defined in the LLC Agreement) and the other members of the Company are parties. Capitalized terms used but not defined in this letter agreement (this "**Agreement**") shall have the meanings assigned to them in the LLC Agreement.

As of the date hereof, and prior to taking into account the provisions of this Agreement, the York Funds collectively own (and as of June 15, 2015, collectively owned) 80,905 Class A Units (the "**York Class A Units**"), representing 80.905% of the outstanding Class A Units and you own (and as of June 15, 2015 you owned) 19,095 Class A Units (the "**KE Class A Units**"), representing 19.095% of the outstanding Class A Units.

This Agreement confirms the agreement between the York Funds and you with respect to the voting of, distributions made with respect to, and certain other matters concerning the Class A Units of the Company. The parties hereto hereby agree as follows:

1. General. Notwithstanding the terms and provisions of the LLC Agreement (prior to taking into account the provisions of this Agreement) and the parties' respective ownership of Class A Units as of the date hereof, distributions payable to the York Funds and to KE as Class A Members under the LLC Agreement shall be paid in accordance with Section 8 of this Agreement, which, subject to the achievement of the milestones set forth below, is intended (i) to provide KE with a profits interest entitling her to receive up to 13.750% of certain amounts otherwise distributable to the York Funds prior to taking into account the provisions of this Agreement and (ii) to reduce the amount of distributions paid to the York Funds in respect of the York Class A Units (after the return of York's paid-in capital with respect to the York Class A Units) by a corresponding amount.

2. Sharing Percentages; Paid in Capital.

(a) The York Funds and KE acknowledge that, as of the date hereof, and prior to taking into account the provisions of this Agreement, after the return of the Class A Members Paid-In Capital, the York Funds are entitled to receive 80.905% of amounts payable to the Class A Members under the LLC Agreement (such percentage, the "**York Base Sharing Percentage**") and KE is entitled to receive 19.095% of amounts payable to the Class A Members under the LLC Agreement (such percentage, the "**KE Base Sharing Percentage**"). The York Base Sharing Percentage and the KE Base Sharing Percentage are subject to appropriate adjustment to reflect any disposition of Class A Units by either York or KE, subject to York's ability to assign its rights and obligations under this Agreement to a transferee of any York Class A Units.

(b) As used in this Agreement, the "**KE Profit Sharing Percentage**" means the percentage equal to the KE Base Sharing Percentage, as increased by the Founder Promote Adjustments and the P/J Promote Adjustments, as applicable, upon the occurrence of the events set forth in Sections 3 and 4 of this Agreement, respectively.

(c) As used in this Agreement, the "**York Profit Sharing Percentage**" means the percentage equal to the York Base Sharing Percentage, as decreased by the Founder Promote Adjustments and the P/J Promote Adjustments, as applicable, upon the occurrence of the events set forth in Sections 3 and 4 of this Agreement, respectively (i.e., a decrease by the number of basis points corresponding to any increase in the KE Profit Sharing Percentage). Any adjustment to the York Profit Sharing Percentage required pursuant to this Agreement shall be allocated among the York Funds in proportion to the number of Class A Units held by each such York Fund as of the date thereof, unless otherwise determined by the York Manager.

3. Founder Promote Adjustments. For purposes of calculating the KE Profit Sharing Percentage and the York Profit Sharing Percentage, in addition to any P/J Promote Adjustments pursuant to Section 4, the KE Base Sharing Percentage will be increased and the York Base Sharing Percentage will be decreased, if at all, by (such adjustments, the "**Founder Promote Adjustments**"):

(a) 500 basis points (i.e., 5 percentage points) upon a Change of Control if, such Change of Control occurs (i) prior to FID and (ii) on or prior to June 1, 2018 (the "**Change of Control Adjustment**"); and

(b) 1,000 basis points (i.e., 10 percentage points) upon the occurrence of FID, if FID occurs on or prior to June 1, 2018 (the "**FID Adjustment**"); provided, however, that if the Change of Control Adjustment shall have been made prior to the FID Adjustment, then the FID Adjustment will be only 500 basis points (i.e., 5 percentage points) such that the sum of the Change of Control Adjustment and the FID Adjustment shall not exceed 1,000 basis points (i.e., 10 percentage points).

If neither a Change of Control nor FID occurs on or prior to June 1, 2018, KE shall not be entitled to any Founder Promote Adjustments, and the parties rights and obligations with respect to the Founder Promote Adjustments shall terminate automatically. For the avoidance of doubt, the aggregate amount of all Founder Promote Adjustments shall not exceed 1,000 basis points (i.e, 10 percentage points).

4. P/J Promote. For purposes of calculating the KE Profit Sharing Percentage and the York Profit Sharing Percentage, in addition to the Founder Promote Adjustments (if any) pursuant to Section 3, the KE Base Sharing Percentage will be increased and the York Base Sharing Percentage will be decreased, if at all, by the sum of the following (in each case, to the extent the applicable event occurs at all) (such adjustments collectively, the "**P/J Promote Adjustments**"):

(a) 75 basis points (i.e., 0.75 percentage points) upon confirmation at or prior to FID of the Company's (or an Affiliate's) submission to the Federal Energy Regulatory Commission of an application under Section 3 of the Natural Gas Act (and any necessary application under Section 7 of the Natural Gas Act for associated pipeline facilities) with respect to a Project (if at all); *plus*

(b) 75 basis points (i.e., 0.75 percentage points) upon execution at or prior to FID of one or more binding LNG sale and purchase or tolling agreements by the Company (or any of its Affiliates) and each of the other parties thereto, with customary conditions precedent, providing for at least 3.85 MTPA from a Project (if at all); *plus*

(c) 75 basis points (i.e., 0.75 percentage points) upon a Qualified IPO at or prior to FID (if at all); *plus*

(d) (i) 93.75 basis points (i.e., 0.9375 percentage points) upon a Change of Control at or prior to FID that values 100% of the then outstanding Class A Units and Class B Units in an amount greater than $500 million (but less than $1.0 billion) or (ii) 187.5 basis points (i.e., 1.875 percentage points) upon a Change of Control at or prior to FID that values 100% of the then outstanding Class A Units and Class B Units in an amount greater than or equal to $1.0 billion; provided, in either case, that no adjustment pursuant to this clause (d) will result in the aggregate amount of P/J Promote Adjustments exceeding 375 basis points (i.e., 3.75%); *plus*

(e) Upon FID, 375 basis points (i.e., 3.75 percentage points) less any P/J Promote Adjustments under clauses (a) – (d). For the avoidance of doubt, the aggregate amount of all P/J Promote Adjustments shall not exceed 375 basis points (3.75 percentage points). KE's right to any further P/J Promote Adjustments shall terminate upon FID, and the KE Profit Sharing Percentage shall not be subject to further adjustment following FID in respect of any P/J Promote Adjustments.

5. Voting. Each York Fund hereby grants to KE, to become automatically effective upon each occurrence of any Founder Promote Adjustment or P/J Promote Adjustment (if any), an irrevocable proxy (such proxy being coupled with an interest) to vote such number of the York Class A Units held by such York Fund as is necessary to cause KE's voting power in respect of the Class A Units outstanding as of the date thereof to equal the KE Profit Sharing Percentage and the York Funds' combined voting power of the Class A Units outstanding as of the date thereof to equal the York Profit Sharing Percentage.

6. Restrictions on Transfer; IPO Conversion. KE's right to participate in distributions arising from any Founder Promote Adjustments and any P/J Promote Adjustments (or the resulting KE Profit Sharing Percentage) will be subject to restrictions on transfer applicable to Class A Units set forth in the LLC Agreement and, upon consummation of an IPO, restrictions on transfer under applicable securities laws and any lock-up agreements or similar restrictions applicable to the parties. The parties acknowledge Section 13.1 of the LLC Agreement, which provides that this Agreement shall be taken into account for purposes of determining the number of common shares issuable in respect of outstanding Units in connection with an IPO Conversion. The parties also agree that, in the event (i) the LLC Agreement is terminated or (ii) in the absence of such termination, KE and the York Funds cease to own Class A Units of the Company, in either case, upon the effectiveness of an IPO Conversion, then this Agreement shall also terminate (after giving effect to all distributions and allocations in connection therewith as described therein and in the previous sentence) automatically, without any further action by any party hereto; provided, however, that in the case of clause (ii) of this paragraph, to the extent KE remains eligible for adjustments of her economic ownership pursuant to this Agreement as of the date of the IPO Conversion, the parties shall use their best efforts to cooperate with each other with a view toward providing economic rights to KE with respect to the shares (or other equity securities) of the IPO Corporation issued to the York Funds in respect of their Class A Units of the Company that are substantially equivalent to the economic rights then available to KE hereunder.

7. Tax Characterization and Reporting. The Founder Promote Adjustments and P/J Promote Adjustments are intended to be treated for tax purposes as membership interests in the Company that qualify as "profits interests" under IRS Revenue Procedures 93-27 and 2001-43, and the sections of this Agreement relating to such interests and the LLC Agreement shall be interpreted and applied consistently therewith. For the avoidance of doubt, nothing contained herein shall be deemed to create any obligation or liability on the part of any York Fund to pay, or reimburse KE for or indemnify KE against, any actual or alleged tax liability of KE arising under this Agreement or otherwise.

8. Distribution of Capital Proceeds.

(a) All distributions made under the LLC Agreement attributable to a Sale of the Company, the exchange of existing company equity for common stock in an IPO, or any other proceeds from any other transaction that the York Funds and KE mutually agree is a capital transaction (collectively, "**Capital Transaction Proceeds**") payable to the York Funds and to KE in their capacities as Class A Members pursuant to Sections 6.1.2 and 6.1.3 of the LLC Agreement shall be shared among them as follows:

(i) The first $10.0 million of distributions of Capital Transaction Proceeds made by the Company in return of the Class A Capital Contributions shall be distributed (a) first, 100% to York until it has received cumulative distributions under this paragraph (i) totaling $9,325,000.00 and (b) then, 100% to KE until she has received cumulative distributions under this paragraph (i) totaling $675,000.00.

(ii) Thereafter, any remaining distributions of Capital Transaction Proceeds made by the Company in respect of the Class A Units shall be distributed:

A. first, 100% to KE until she has received cumulative distributions under this paragraph (A) totaling $325,000.00;

B. second, 80.905% to the York Funds and 19.095% to KE until the Company has made aggregate distributions of Capital Transaction Proceeds under Sections 6.1.2 and 6.1.3 of the LLC Agreement totaling $10,000,000.00;

C. third, 100% to KE until she has received cumulative distributions under this paragraph (C) totaling $4,000,000.00;

D. fourth, 100% to KE until she has received cumulative distributions under this paragraph (D) and under paragraph (B) totaling (x) the cumulative amount distributed to the York Funds pursuant to paragraph (B), multiplied by (y) a fraction with a numerator equal to the KE Profit Sharing Percentage on the date of such distribution and a denominator equal to the York Profit Sharing Percentage on the date of such distribution (i.e., once fully vested, 32.845/67.155); and

E. thereafter, among KE and the York Funds in proportion to the KE Profit Sharing Percentage and the York Profit Sharing Percentage as of the date of such distribution.

Annex A sets forth an illustrative example of the distribution of Capital Transaction Proceeds as set forth above.

(b) Distributions of Available Cash, other than distributions of Capital Transaction Proceeds and tax distributions, which are made to the York Funds and to KE in their capacities as Class A Members shall be shared among them in proportion to the KE Profit Sharing Percentage and the York Profit Sharing Percentage as of the date of such distributions.

(c) All tax distributions shall be made to the York Funds and to KE in a manner consistent with the allocation of Company income and loss.

9. Allocation of Income, Gain, Loss and Deduction. The income, gain, loss and deduction of the Company which is allocated to the Class A Units owned by the York Funds and KE shall be shared among the York Funds and KE in a manner consistent with the foregoing sharing of distributions. In this regard, for any taxable year prior to the taxable year in which the Company sells its business, the majority of its assets or otherwise liquidates, the amount of net income and gain allocated to KE in respect of the interests granted to her under this Agreement for any such taxable year shall not exceed the amount of distributions received by KE pursuant to Section 8 above for such taxable year.

10. Assignment. Each York Funds' rights and obligations hereunder shall be assignable, in whole or in part, to a purchaser of such York Fund's Class A Units; *provided*, that such purchase is made in accordance with the LLC Agreement; *provided*, *further*, that any such purchaser shall have expressly (i) acknowledged and agreed that the Class A Units and all distributions, tax and other allocations, voting rights, transfer rights and other rights in respect of such Class A Units are encumbered by and subject to the provisions of this Agreement and (ii) assumed (without qualification) the obligations of the York Funds set forth in this Agreement with respect to the Class A Units pursuant to a written agreement, a copy of which shall be delivered to KE promptly following the execution thereof. KE's rights and obligations hereunder shall not be assignable except to a Family/Estate Planning Transferee.

11. Miscellaneous.

(a) *Notices*. All communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given as provided in Section 15.1 of the LLC Agreement.

(b) *Severability*. If any one or more of the provisions contained in this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid and unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision in this Agreement.

(c) *Interpretation.* This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Delaware, without giving effect to any conflicts of law principle, provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(d) *Dispute Resolution.* All controversies arising in connection with this Agreement and between or among the York Funds and KE shall be settled in accordance with Section 15.13 of the LLC Agreement.

(e) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

(f) *Binding Effect.* This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, permitted assigns, heirs, executors, administrators and legal representatives.

(g) *Entire Agreement.* This Agreement constitutes the "York/Eisbrenner Class A Unit Letter Agreement" within the meaning of the LLC Agreement, and the terms and provisions of this Agreement (including the distribution and allocation provisions) are intended and shall be treated as part of the LLC Agreement (including for purposes of Treasury Regulation Section 1.761-1(c)). This agreement together with the LLC Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior agreements or understandings among the parties relating to the subject matter hereof, oral or written, all of which are hereby merged into this Agreement and the LLC Agreement. Except as set forth in the immediately preceding sentence, there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, between the parties hereto, other than as set forth in this Agreement and the LLC Agreement. For the avoidance of doubt, this Agreement relates solely to the parties' respective rights and obligations with respect to Class A Units owned by the York Funds and by KE, respectively, as of the date hereof, and as to no other matters, and this Agreement shall not alter the rights or obligations of Class B Members set forth in the LLC Agreement in respect of their Class B Units.

[*Signature page follows*]

If the above correctly reflects our understanding and agreement with respect to the foregoing matters, please so confirm by signing the enclosed copy of this letter agreement.

Very truly yours,

YORK CAPITAL MANAGEMENT, L.P.

By: /s/ Richard P. Swanson
Name: Richard P. Swanson
Title: General Counsel
YORK CREDIT OPPORTUNITIES FUND, L.P.

By: /s/ Richard P. Swanson
Name: Richard P. Swanson
Title: General Counsel
YORK SELECT, L.P.

By: /s/ Richard P. Swanson
Name: Richard P. Swanson
Title: General Counsel
YORK GLOBAL FINANCE 43, LLC

By: /s/ Richard P. Swanson
Name: Richard P. Swanson
Title: General Counsel

ACKNOWLEDGED AND AGREED
As of the date first above written:

**/s/ Kathleen Eisbrenner**
**Kathleen Eisbrenner**

ACKNOWLEDGED**:**

NEXT DECADE LLC

By: /s/ Kathleen Eisbrenner
Name: Kathleen Eisbrenner
Title: Chief Executive Officer

**Exhibit 99.1**

# UNAUDITED PRO FORMA CONDENSED CONSOLIDATED COMBINED FINANCIAL STATEMENTS OF NEXTDECADE CORPORATION

## Introduction

On April 17, 2017, Harmony Merger Corp. ("Harmony"), Harmony Merger Sub, LLC ("Merger Sub"), NextDecade, LLC ("NextDecade") and certain members of NextDecade and entities affiliated with such members entered into an Agreement and Plan of Merger ("Merger Agreement"). On July 24, 2017, the transactions contemplated by the Merger Agreement were consummated and Harmony was renamed NextDecade Corporation (the "Company").

Pursuant to the Merger Agreement, entities affiliated with certain of the members of NextDecade (the "Blocker Companies") merged with and into Harmony (each a "Blocker Merger" and together, the "Blocker Mergers"), with Harmony being the surviving entity of the Blocker Mergers and, immediately thereafter Merger Sub merged with and into NextDecade (the "Merger") with NextDecade being the surviving entity of the Merger and becoming a wholly-owned subsidiary of the Company. Immediately following the Merger, the pre-Merger shareholders of NextDecade held approximately 94% of the outstanding common stock.

The Merger will be accounted for as a "reverse merger" and recapitalization based on: (i) NextDecade owners' preponderance of voting rights (approximately 94%) in the Company, (ii) the preponderance of representation of NextDecade board members on the Company's board (7 of 9 total board members), (iii) the replacement of Harmony's management team with NextDecade's management team, and (iv) NextDecade's preponderance in relative size as evaluated by investment and valuation. Accordingly, the assets and liabilities and the historical operations that will be reflected in the Company's financial statements after the Merger will be those of NextDecade and will be recorded at the historical cost basis of NextDecade. Harmony's assets, liabilities and results of operations will be consolidated with those of NextDecade upon the consummation of Merger.

The unaudited pro forma condensed consolidated combined statements of operations for the three months ended March 31, 2017, and for the year ended December 31, 2016, combine the historical consolidated statements of operations of Harmony and the historical consolidated statements of operations of NextDecade, giving effect to the Merger as if it had been consummated on January 1, 2016, the beginning of the earliest period presented, and the unaudited pro forma condensed consolidated combined balance sheet as of March 31, 2017, combines the historical consolidated condensed balance sheet of Harmony and the historical condensed consolidated balance sheet of NextDecade, giving effect to the Merger as if it had been consummated on March 31, 2017.

The historical consolidated financial statements have been adjusted in the unaudited pro forma condensed consolidated combined financial statements to give pro forma effect to events that are: (1) directly attributable to the business combination; (2) factually supportable; and (3) with respect to the statement of operations, expected to have a continuing impact on the Company's results following the completion of the business combination.

The unaudited pro forma condensed consolidated combined financial statements have been developed from and should be read in conjunction with:

- the accompanying notes to the unaudited pro forma condensed consolidated combined financial statements;
- the historical audited financial statements of Harmony as of December 31, 2016, included in the proxy statement (the "Proxy Statement") filed with the Securities and Exchange Commission on June 29, 2017;
- the historical unaudited financial statements of Harmony as of and for the three months ended March 31, 2017, included in the Proxy Statement;

- the historical consolidated audited financial statements of NextDecade as of and for the year ended December 31, 2016, included in the Proxy Statement;

- the historical condensed consolidated unaudited financial statements of NextDecade as of and for the three months ended March 31, 2017, included in the Proxy Statement; and

- other information relating to Harmony and NextDecade contained in the Proxy Statement.

Assumptions and estimates underlying the unaudited pro forma adjustments set forth in the unaudited pro forma condensed consolidated combined financial statements are described in the accompanying notes. The unaudited pro forma condensed consolidated combined financial statements have been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the business combination and the other related transactions occurred on the dates indicated. Further, the unaudited pro forma condensed consolidated combined financial statements do not purport to project the future operating results or financial position of Harmony following the completion of the business combination and the other related transactions. The unaudited pro forma adjustments represent management's estimates based on information available as of the date of these unaudited pro forma condensed consolidated combined financial statements and are subject to change as additional information becomes available and analyses are performed.

**Unaudited Pro Forma Condensed Consolidated Combined Statement of Operations**
**Year Ended December 31, 2016**
**(in thousands, except for shares and per share data)**

| | (a) Harmony | (b) NextDecade | Adjustments for Merger | Pro Forma Unaudited Combined |
|---|---|---|---|---|
| **Operating expenses** | | | | |
| Selling, general and administrative | $ 540 | $ 7,300 | $ — | $ 7,840 |
| General and administrative – related party | 150 | — | — | 150 |
| Land option expenses | — | 596 | — | 596 |
| Depreciation and amortization | — | 100 | — | 100 |
| Impairment loss on capital projects | — | 506 | — | 506 |
| Total operating expenses | 690 | 8,502 | — | 9,192 |
| **Total operating loss** | (690) | (8,502) | — | (9,192) |
| **Other income (expense)** | | | | |
| Foreign exchange loss | — | (19) | — | (19) |
| Interest income (expense) | 255 | 82 | (194)(c) | 143 |
| Total other income (expense) | 255 | 63 | (194) | 124 |
| **Net income (loss)** | $ (435) | $ (8,439) | $ (194) | $ (9,068) |
| | | | | |
| **Basic Share Count** | 4,499,001 | | | 105,225,828 |
| | | | | |
| **Fully Diluted Share Count** | 4,499,001 | | | 105,225,828 |
| | | | | |
| **Basic Earnings (Loss) per Share** | $ (0.10) | | | $ (0.09) |
| **Fully Diluted Earnings (Loss) per Share** | $ (0.10) | | | $ (0.09) |

The accompanying notes are an integral part of these unaudited pro forma condensed consolidated combined financial statements.

**Unaudited Pro Forma Condensed Consolidated Combined Statement of Operations**
**Three Months Ended March 31, 2017**
**(in thousands, except for shares and per share data)**

| | (a) Harmony | (b) NextDecade | Adjustments for Merger | Pro forma Unaudited, Combined |
|---|---|---|---|---|
| **Operating expenses** | | | | |
| Selling, general and administrative | $ 267 | $ 2,155 | $ — | $ 2,422 |
| General and administrative – related party | 50 | — | — | 50 |
| Land option expenses | — | 236 | — | 236 |
| Depreciation and amortization | — | 26 | — | 26 |
| Total operating expenses | 317 | 2,417 | — | 2,734 |
| **Total operating loss** | (317) | (2,417) | — | (2,734) |
| **Other income (expense)** | | | | |
| Foreign exchange loss | — | (8) | — | (8) |
| Interest income (expense) | 135 | 37 | (27)(c) | 145 |
| Total other income (expense) | 135 | 29 | (27) | 137 |
| **Net income (loss)** | $ (182) | $ (2,388) | $ (27) | $ (2,597) |
| | | | | |
| **Basic Share Count** | 4,454,370 | | | 105,225,828 |
| | | | | |
| **Fully Diluted Share Count** | 4,454,370 | | | 105,225,828 |
| | | | | |
| **Basic Earnings (Loss) per Share** | $ (0.04) | | | $ (0.02) |
| **Fully Diluted Earnings (Loss) per Share** | $ (0.04) | | | $ (0.02) |

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

**Unaudited Pro Forma Condensed Consolidated Combined Balance Sheet**
**As of March 31, 2017**
**(in thousands, except for shares and per share data)**

| | (a) Harmony | (b) NextDecade | Adjustments for Merger | Unaudited Combined |
|---|---|---|---|---|
| **ASSETS** | | | | |
| **Current assets** | | | | |
| Cash and equivalents | $ 197 | $ 5,794 | $ 30,743(c) | $ 36,734 |
| Investments | — | 5,018 | — | 5,018 |
| Prepaid expenses and other current assets | 59 | 3,140 | (1,873)(d) | 1,326 |
| Investment held in Trust Account | 112,865 | — | (112,865)(e) | — |
| Total current assets | 113,121 | 13,952 | (83,995) | 43,078 |
| **Noncurrent assets** | | | | |
| Property, plant and equipment, net | — | 59,367 | — | 59,367 |
| Other assets | — | 349 | — | 349 |
| **Total assets** | $ 113,121 | $ 73,668 | $ (83,995) | $ 102,794 |
| **LIABILITY AND EQUITY** | | | | |
| **Current liabilities** | | | | |
| Accounts payable | $ 373 | $ 952 | $ (373)(f) | $ 952 |
| Accrued liabilities and other current liabilities | — | 3,885 | — | 3,885 |
| Total current liabilities | 373 | 4,837 | (373) | 4,837 |
| **Noncurrent liabilities** | | | | |
| Deferred underwriters fee | 4,325 | — | (4,325)(g) | — |
| Notes payable | 633 | — | (633)(c) | — |
| Compensation liabilities | — | 3,015 | — | 3,015 |
| Total liabilities | 5,331 | 7,852 | (5,331) | 7,852 |
| Common Stock, subject to possible conversion; 10,022,361 shares at conversion value (at redemption value approximately $10.256/share | 102,790 | — | (102,790)(h) | — |
| **MEMBERS' EQUITY/STOCKHOLDERS' EQUITY** | | | | |
| Owners' equity | — | 88,517 | (88,517)(i) | — |
| Preferred stock, $.0001 par value, 1,000,000 authorized, 0 outstanding | — | — | — | — |
| Common stock, $.0001 par value; Authorized 480,000,000 shares, 105,225,828 issued and outstanding | — | — | —(g) | — |
| | | | 11(i) | 11 |
| Additional paid-in capital | 5,881 | — | 23,245(h) | 29,126 |
| | | | 88,506(i) | 88,506 |
| Accumulated deficit | (881) | (22,679) | 881(h) | (22,679) |
| Accumulated other comprehensive loss | — | (22) | — | (22) |
| **Total Equity** | 5,000 | 65,816 | 24,126 | 94,942 |
| **Total Liabilities and Equity** | $ 113,121 | $ 73,668 | $ (83,995) | $ 102,794 |

The accompanying notes are an integral part of these unaudited pro forma condensed consolidated combined financial statements.

**1. Basis of Pro Forma Presentation**

***Overview***

The unaudited pro forma condensed consolidated combined financial statements have been prepared assuming a reverse merger with a recapitalization. The pro forma adjustments for the unaudited pro forma condensed consolidated combined financial statements have been prepared as if the Merger had taken place on March 31, 2017, in the case of the unaudited pro forma condensed consolidated combined balance sheet and on January 1, 2016, in the case of the unaudited pro forma condensed consolidated combined statements of operations.

The unaudited pro forma condensed consolidated combined financial statements should be read in conjunction with (i) Harmony's historical financial statements and related notes for the year ended December 31, 2016 and for the three months ended March 31, 2017, as well as "*Other Information Related to Harmony — Harmony's Management's Discussion and Analysis of Financial Condition and Results of Operations*," included in the Proxy Statement, (ii) NextDecade's historical consolidated financial statements and related notes for the year ended December 31, 2016 and for the three months ended March 31, 2017, as well as "*NextDecade's Management's Discussion and Analysis of Financial Condition and Results of Operations*," included in the Proxy Statement.

The unaudited pro forma condensed consolidated combined financial statements do not reflect possible adjustments related to restructuring or integration activities that have yet to be determined or transaction or other costs following the business combination that are not expected to have a continuing impact. Further, one-time transaction-related expenses anticipated to be incurred prior to, or concurrent with, closing the business combination and the other related Transactions are not included in the unaudited pro forma condensed consolidated combined statements of operations. However, the impact of such transaction expenses is reflected in the unaudited pro forma condensed consolidated combined balance sheet as a decrease to retained earnings and a decrease to cash.

***Merger consideration***

The merger consideration was valued at approximately $1 billion based on 98,490,409 shares transferred at $10.26 per share.

**2. Pro Forma Adjustments and Assumptions**
**(in thousands, except for shares)**

The historical consolidated financial statements have been adjusted in the unaudited pro forma condensed consolidated combined financial statements to give pro forma effect to events that are: (1) directly attributable to the business combination; (2) factually supportable; and (3) with respect to the statement of operations, expected to have a continuing impact on the Company's results following the completion of the Merger.

***Pro Forma Adjustments to the Statement of Operations:***

a. Represents the Harmony historical statement of operations for the three months ended March 31, 2017 and for the year ended December 31, 2016.
b. Represents the NextDecade historical statement of operations for the three months ended March 31, 2017 and for the year ended December 31, 2016.
c. Represents the adjustment to interest income as a result of the conversion of shares in Harmony's Trust Account on the Merger date.

***Pro Forma Adjustments to the Balance Sheet:***

a. Represents the Harmony unaudited historical balance sheet as of March 31, 2017.
b. Represents the NextDecade unaudited historical balance sheet as of March 31, 2017.
c. Represents the net adjustment to cash associated with the Merger.

Pro forma net adjustment to cash associated with merger adjustments (in thousands):

| | Adjustments for Merger |
|---|---|
| Harmony cash previously held in Trust Account | $ 113,986(1) |
| Conversions | (81,352)(2) |
| Cash investment from Carve-out investors | 5,100(3) |
| Payment of transaction costs | (6,991)(4) |
| **Net adjustments to cash associated with merger** | $ 30,743 |

(1) Represents the adjustment related to the reclassification of the cash equivalents held in the Trust Account at July 24, 2017 in the form of investments to cash and cash equivalents to reflect the fact that these investments are available for use by the Company, assuming no conversions.

(2) Represents conversions of 7,853,996 shares of common stock to cash at the special meeting of Harmony shareholders

(3) Represents cash received from carve-out investors.

(4) Reflects the impact of estimated transaction costs composed of (i) $3,798 of deferred underwriting compensation attributable to Harmony's initial public offering, (ii) $1,233 of NextDecade placement fees, (iii) $1,197 of notes payable repayment ($633 outstanding at March 31, 2017 and $564 loaned to Harmony subsequent to March 31, 2017), and (iv) $763 of other transaction expenses including legal, accounting, insurance, proxy solicitation, transfer, mailing, and printing fees. The unaudited pro forma condensed consolidated combined balance sheet reflects these costs as a reduction of cash with a corresponding decrease in paid in capital.

d. Represents the reduction of prepaid expenses and other current assets of NextDecade for note receivable of $110 (included in transaction costs) and the reclassification of $1,763 of deferred equity issuance costs related to the Merger.

e. Represents the adjustment related to the reclassification of the cash equivalents held in the Trust Account in the form of investments to cash and cash equivalents to reflect the fact that these investments are available for use by the Company.

f. Represents the payment of Harmony accounts payable with funds in escrow.

g. Represents the payment of deferred underwriting costs of $3,798 and the waiver of $527.

h. Represents an adjustment to reflect at the time of issuance, certain of Harmony's common stock was subject to possible conversion and, as such, an amount of $102,790 was classified as redeemable equity in Harmony's historical consolidated balance sheet as of March 31, 2017. A portion of the capital associated with stock conversion is reclassified as common stock par value and paid-in capital.

i. Represents the recapitalization of NextDecade's historical owners' equity.