

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

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

NextDecade Corporation

(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of class of securities)

65342K105
(CUSIP number)

York Capital Management Global Advisors LLC
1330 Avenue of the Americas, 20th Floor
New York, NY 10019
Telephone: (212) 300-1300

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

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

July 12, 2023
(Date of event which requires filing of this statement)

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

1	NAMES OF REPORTING PERSONS York Capital Management Global Advisors, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 (see Item 5)
	8	SHARED VOTING POWER 66,390,102 (see Item 5)
	9	SOLE DISPOSITIVE POWER 0 (see Item 5)
	10	SHARED DISPOSITIVE POWER 66,390,102 (see Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 66,390,102 (see Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 27.61*% (see Item 5)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

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

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

Item 4. Purpose of Transaction.

Item 4 is amended and supplemented as follows:

As previously disclosed by the Issuer, on July 12, 2023, a FID Event occurred (as defined in the Issuer’s Series A Certificate of Designations, Series B Certificate of Designations, and Series C Certificate of Designations). Consequently, the Issuer will convert all of the Issuer’s outstanding shares of Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock into Shares on July 26, 2023 (the “Mandatory Conversion”). The per share conversion price is \$5.0021, \$5.0494, and \$2.4656 for the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock, respectively. Accordingly, on July 26, 18,234 shares of Series A Preferred Stock, 8,339 shares of Series B Preferred Stock and 16,114 shares of Series C Preferred Stock that are beneficially owned by the Reporting Persons will be converted into 3,646,907 Shares, 1,651,422 Shares and 6,375,898 Shares, respectively.

The Reporting Person may at any time or from time to time dispose of Shares, warrants or other securities of the Issuer, or instruments convertible into or exercisable for any such securities (collectively, “Issuer Securities”) beneficially owned by them, which the Reporting Persons expects to occur through distributions in kind by one or more of the York Funds to their investors and sales either in the open market, in privately negotiated transactions, through registered sales, or otherwise, subject to market conditions and legal and regulatory requirements. The Reporting Person reserves the right to change its plans at any time, as it deems appropriate, in light of its ongoing evaluation of its investment in the Issuer, the price and availability of Issuer Securities, the Issuer’s business and prospects, applicable legal restrictions, prevailing market conditions, other investment opportunities, tax considerations, liquidity or other requirements of the York Funds and their respective investment and other documents and/or other investment considerations to at any time or from time to time: purchase or otherwise acquire Issuer Securities in public or private transactions; cause Issuer Securities to be distributed in kind to its investors; exercise warrants to buy Shares; enter into derivatives or hedging transactions, relating to Issuer Securities; and/or enter into agreements with a broker intended to comply with the requirements of Rule 10b5-1(c)(1)(i) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), on such terms and at such time as the Reporting Person may deem advisable.

Item 5. Interests in the Securities of the Issuer.

Item 5 is amended and restated as follows:

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

(a) (i) YGA may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 66,390,102 Shares in the aggregate, comprised of 66,136,171 Shares and 253,931 Shares issuable upon the exercise Series C Warrants, which represent approximately 27.61% of the outstanding Shares (calculated based on 240,460,781 Shares outstanding assuming the exercise of the Series C Warrants, Mandatory Conversion and TTE Tranche 2 Issuance has occurred, as provided by the Issuer (the “Outstanding Shares”). Without assuming the occurrence of the TTE Tranche 2 Issuance, YGA may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 30.3% of the Issuer’s outstanding Shares.

(ii) York Capital may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 6,868,453 Shares, comprised of 6,850,529 Shares and 17,924 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Capital, Dinan Management may be deemed to be the beneficial owner of the securities beneficially owned by York Capital.

(iii) York Select Strategy may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 8,161,422 Shares. As the general partner of York Select Strategy, York Select Domestic Holdings may be deemed to be the beneficial owner of the securities beneficially owned by York Select Strategy.

(iv) York Credit Opportunities may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 13,404,606 Shares, comprised of 13,374,732 Shares and 29,874 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Credit Opportunities, York Credit Opportunities Domestic may be deemed to be the beneficial owner of the securities beneficially owned by York Credit Opportunities.

(v) York Credit Opportunities Master may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 14,458,875 Shares, comprised of 14,424,519 Shares and 34,356 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Credit Opportunities Master, Dinan Management may be deemed to be the beneficial owner of the securities beneficially owned by York Credit Opportunities Master.

(vi) FDAF Dislocated Asset Fund II L.P. (formerly known as York European Fund) may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 3,837,880 Shares, comprised of 3,796,056 Shares and 41,824 Shares issuable upon the exercise of Series C Warrants. As the general partner of FDAF Dislocated Asset Fund II L.P., FDAF Dislocated Asset Fund II GP Limited (formerly known as York European Holdings) may be deemed to be the beneficial owner of the securities beneficially owned by FDAF Dislocated Asset Fund II L.P.

(vii) York Multi-Strategy may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 15,054,663 Shares, comprised of 15,030,764 Shares and 23,899 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Multi-Strategy, Dinan Management may be deemed to be the beneficial owner of the securities beneficially owned by York Multi-Strategy.

(viii) York Tactical may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 1,533,813 Shares, comprised of 1,497,964 Shares and 35,849 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Tactical, York Tactical Holdings may be deemed to be the beneficial owner of the securities beneficially owned by York Tactical.

(ix) York Tactical PIV-AN may, pursuant to Rule 13d-3 under the Exchange Act, be deemed to be the beneficial owner of 3,070,390 Shares, comprised of 3,000,185 Shares and 70,205 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Tactical PIV-AN, York Tactical Holdings may be deemed to be the beneficial owner of the securities beneficially owned by York Tactical PIV-AN.

(x) To the knowledge of the Reporting Person, except as described above, no Shares are beneficially owned, or may be deemed to be beneficially owned, by any of the persons named on Exhibit 1 to the Statement. The number of Shares beneficially owned and the percentage of Shares represented thereby, for each person named above, have been computed in accordance with Rule 13d-3 under the Exchange Act.

(b) (i) YGA may be deemed to be the beneficial owner of 66,390,102 Shares in the aggregate, comprised of 66,136,171 Shares and 253,931 Shares issuable upon the exercise of Series C Warrants, which represent approximately 27.61% of the Outstanding Shares. Without assuming the occurrence of the TTE Tranche 2 Issuance, YGA may be deemed to be the beneficial owner of 30.3% of the Issuer's outstanding Shares.

(ii) York Capital may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 6,868,453 Shares, comprised of 6,850,529 Shares and 17,924 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Capital, Dinan Management may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of securities beneficially owned by York Capital.

(iii) York Select Strategy may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 8,161,422 Shares. As the general partner of York Select Strategy, York Select Domestic Holdings may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of the securities beneficially owned by York Select Strategy.

(iv) York Credit Opportunities may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 13,404,606 Shares, comprised of 13,374,732 Shares and 29,874 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Credit Opportunities, York Credit Opportunities Domestic may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of the securities beneficially owned by York Credit Opportunities.

(v) York Credit Opportunities Master may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 14,458,875 Shares, comprised of 14,424,519 Shares and 34,356 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Credit Opportunities Master, Dinan Management may be deemed to be the beneficial owner of the securities beneficially owned by York Credit Opportunities Master.

(vi) FDAF Dislocated Asset Fund II L.P. (formerly known as York European Fund) may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of, 3,837,880 Shares, comprised of 3,796,056 Shares and 41,824 Shares issuable upon the exercise of Series C Warrants. As the general partner of FDAF Dislocated Asset Fund II L.P., FDAF Dislocated Asset Fund II GP Limited (formerly known as York European Holdings) may be deemed to be the beneficial owner of the securities beneficially owned by FDAF Dislocated Asset Fund II L.P.

(vii) York Multi-Strategy may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 15,054,663 Shares, comprised of 15,030,764 Shares and 23,899 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Multi-Strategy, Dinan Management may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of the securities beneficially owned by York Multi-Strategy.

(viii) York Tactical may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 1,533,813 Shares, comprised of 1,497,964 Shares and 35,849 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Tactical, York Tactical Holdings may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of the securities beneficially owned by York Tactical.

(ix) York Tactical PIV-AN may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of 3,070,390 Shares, comprised of 3,000,185 Shares and 70,205 Shares issuable upon the exercise of Series C Warrants. As the general partner of York Tactical PIV-AN, York Tactical Holdings may be deemed to have the sole power to dispose of, direct the disposition of, vote or direct the vote of the securities beneficially owned by York Tactical PIV-AN.

(x) To the knowledge of the Reporting Person, none of the persons named on Exhibit 1 to the Statement has, or may be deemed to have, any power to dispose of, direct the disposition of, vote or direct the vote of any Shares.

(c) Except as disclosed in Item 4 of this Amendment No. 13, the Reporting Person has not effected any transaction in Shares within last sixty days.

(d) To the knowledge of the Reporting Person, no other Reporting Person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the securities of the Issuer reported on this Amendment No. 13.

(e) Not applicable.

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

Item 6 is amended and supplemented as follows:

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

Item 7. Material to Be Filed as Exhibits

Item 7 is amended and supplemented as follows:

[31*](#) Voting Agreement

* Filed herewith.

SIGNATURES

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

Dated: July 14, 2023

York Capital Management Global Advisors, LLC

By: /s/ Brian Traficante

Name: Brian Traficante

Title: Managing Director & Chief Operating Officer, General
Counsel and Chief Compliance Officer

Voting Agreement

This Voting Agreement (this “**Agreement**”) is entered into as of July 12, 2023, by and among NextDecade Corporation, a Delaware corporation (the “**Company**”), and the undersigned stockholders of the Company (the “**Stockholders**”) listed in Schedule 1 attached hereto.

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

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

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

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

The Stockholders hereby represent and warrant as follows:

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

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

(c) the Stockholders have the power to vote on the Matters as indicated opposite the Stockholders’ name on Schedule 2 attached hereto free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever (“**Liens**”), and have sole or shared, and otherwise unrestricted, voting power with respect to such Shares and none of the Shares are subject to any voting trust or other agreement, arrangement, or restriction with respect to the voting of the Shares, except as contemplated by this Agreement;

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

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

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

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

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

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

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

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

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

(Remainder of Page Intentionally Left Blank)

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

NEXTDECADE CORPORATION

By: /s/ Matthew Schatzman

Name: Matthew Schatzman

Title: Chief Executive Officer

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

STOCKHOLDERS (COLLECTIVELY, "THE YCMGA ENTITIES"):

**YORK CAPITAL MANAGEMENT GLOBAL ADVISORS, LLC,
severally on behalf of the funds or accounts advised by it or its affiliates
in Schedule 1**

By: /s/ John J. Fosina

Name: John J. Fosina

Title: Chief Financial Officer

SCHEDULE 1

1. York Credit Opportunities Investments Master Fund, L.P.
 2. York European Distressed Credit Fund II, L.P.
 3. York Multi-Strategy Master Fund, L.P.
 4. York Credit Opportunities Fund, L.P.
 5. York Capital Management, L.P.
 6. York Select Strategy Master Fund L.P.
 7. York Tactical Energy Fund, L.P.
 8. York Tactical Energy Fund PIV-AN, L.P.
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SCHEDULE 2

<u>Stockholders & Address</u>	<u>Common Stock</u>	<u>Restricted Stock Units</u>	<u>Options</u>	<u>Preferred Stock</u>
YCMGA Entities 767 Fifth Avenue, 17th Floor, New York, NY 10153	54,461,944	N/A	N/A	Series A Convertible Preferred Stock – 17,557 Series B Convertible Preferred Stock – 8,029 Series B Convertible Preferred Stock – 15,521
