

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

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

NextDecade Corporation

(Name of Issuer)

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

65342K 105
(CUSIP number)

Halcyon Capital Halcyon Management L.P.
477 Madison Avenue, 8th Floor
New York, New York 10022
212-303-9400

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

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

July 24, 2017
(Date of event which requires filing of this statement)

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

CUSIP No. 65342K 105

1		NAME OF REPORTING PERSON Halcyon Mount Bonnell Fund LP
2		CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3		SEC USE ONLY
4		SOURCE OF FUNDS OO
5		CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>
6		CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,649,914
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 2,649,914
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,649,914	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.52%	
14	TYPE OF REPORTING PERSON PN	

CUSIP No. 65342K 105

1		NAME OF REPORTING PERSON HLTS GP LLC	
2		CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3		SEC USE ONLY	
4		SOURCE OF FUNDS OO	
5		CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6		CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,649,914*	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 2,649,914*	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,649,914*		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.52%*		
14	TYPE OF REPORTING PERSON OO		

*Includes shares owned by Halcyon Mount Bonnell Fund L.P.

CUSIP No. 65342K 105

1		NAME OF REPORTING PERSON HCN LP
2		CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3		SEC USE ONLY
4		SOURCE OF FUNDS OO
5		CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>
6		CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,075,530
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 4,075,530
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,075,530	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.87%	
14	TYPE OF REPORTING PERSON PN	

Schedule 13D

CUSIP No. 65342K 105

1		NAME OF REPORTING PERSON HCN GP	
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 OO	
5		CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6		CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0	
	8	SHARED VOTING POWER 4,075,530*	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 4,075,530*	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,075,530*		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.87%*		
14	TYPE OF REPORTING PERSON PN		

*Includes shares owned by HCN LP.

Schedule 13D

CUSIP No. 65342K 105

1	NAME OF REPORTING PERSON Halcyon Energy, Power & Infrastructure Capital Holdings LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,747,176
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,747,176
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,747,176	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.66%	
14	TYPE OF REPORTING PERSON OO	

Schedule 13D

CUSIP No. 65342K 105

1	NAME OF REPORTING PERSON First Series of HDML Fund I LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 636,745
	8	SHARED VOTING POWER 2,383,921*
	9	SOLE DISPOSITIVE POWER 636,745
	10	SHARED DISPOSITIVE POWER 2,383,921*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,020,566*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.87%	
14	TYPE OF REPORTING PERSON OO	

*Includes shares owned by Halcyon Energy, Power & Infrastructure Capital Holdings LLC.

Schedule 13D	
CUSIP No. 65342K 105	
1	NAME OF REPORTING PERSON HDML Asset 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 OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 636,745
	8 SHARED VOTING POWER 2,383,921*
	9 SOLE DISPOSITIVE POWER 636,745
	10 SHARED DISPOSITIVE POWER 2,383,921*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,020,566*
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.87%*
14	TYPE OF REPORTING PERSON OO

*Includes shares owned by Halcyon Energy, Power & Infrastructure Capital Holdings LLC and First Series of HDML Fund I LLC.

Schedule 13D

CUSIP No. 65342K 105

1	NAME OF REPORTING PERSON Halcyon Master Fund L.P.	
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 OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 325,165
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 325,165
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 325,165	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.31%	
14	TYPE OF REPORTING PERSON PN	

Schedule 13D

CUSIP No. 65342K 105

1	NAME OF REPORTING PERSON Halcyon Asset 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 OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 325,165*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 325,165*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 325,165*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.31%*	
14	TYPE OF REPORTING PERSON PN	

*Includes shares owned by Halcyon Master Fund, L.P.

Schedule 13D	
CUSIP No. 65342K 105	
1	NAME OF REPORTING PERSON Avinash Kripalani
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 9,494,530*
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 9,494,530*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,494,530*
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.03%
14	TYPE OF REPORTING PERSON IN

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power & Infrastructure Capital Holdings LLC, First Series of I HDML Fund LLC and Halcyon Master Fund, L.P.

Schedule 13D	
CUSIP No. 65342K 105	
1	NAME OF REPORTING PERSON Jason Dillow
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 9,494,530*
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 9,494,530*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,494,530*
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.03%*
14	TYPE OF REPORTING PERSON IN

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power & Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Halcyon Master Fund, L.P.

Schedule 13D	
CUSIP No. 65342K 105	
1	NAME OF REPORTING PERSON Kevah Konner
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 OO
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 0
	8 SHARED VOTING POWER 9,494,530*
	9 SOLE DISPOSITIVE POWER 0
	10 SHARED DISPOSITIVE POWER 9,494,530*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,494,530*
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.03%*
14	TYPE OF REPORTING PERSON IN

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power & Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Halcyon Master Fund, L.P.

Schedule 13D

CUSIP No. 65342K 105

1	NAME OF REPORTING PERSON John Bader	
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 OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 9,494,530*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 9,494,530*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,494,530*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.03%*	
14	TYPE OF REPORTING PERSON IN	

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power & Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Halcyon Master Fund, L.P.

Schedule 13D

CUSIP No. 65342K 105

1	NAME OF REPORTING PERSON Halcyon Capital Management LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 9,494,530*
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 9,494,530*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,494,530*	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.03%*	
14	TYPE OF REPORTING PERSON PN	

*Includes shares owned by Halcyon Mount Bonnell Fund LP, HCN LP, Halcyon Energy, Power & Infrastructure Capital Holdings LLC, First Series of HDML Fund I LLC and Halcyon Master Fund, L.P.

Item 1. Security and Issuer.

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

Item 2. Identity and Background.

This Statement is being filed jointly by the following (each, a “Reporting Person,” and, collectively, the “Reporting Persons”): Halcyon Mount Bonnell Fund LP, a Delaware limited partnership, (“Mount Bonnell”); HLTS GP LLC, a Delaware limited liability company, (“HLTS”); HCN LP, a Cayman Islands exempted limited partnership (“HCN”); HCN GP LLC, a Delaware limited liability company (“HCN GP”); Halcyon Energy, Power & Infrastructure Capital Holdings LLC, a Delaware limited liability company (“HEPI”); First Series of HDML Fund I LLC, a Delaware limited liability company (“HDML”), HDML Asset LLC, a Delaware limited liability company (“HDML Asset”), Halcyon Master Fund L.P., a Cayman Islands exempted limited liability partnership (“Master Fund”); Halcyon Asset LLC, a Delaware limited liability company (“Halcyon Asset”); Halcyon Capital Management LP, a Delaware limited partnership (“Halcyon Management”); Avinash Kripalani, a United States citizen; Jason Dillow, a United States citizen; Kevah Konner, a United States citizen; and John Bader, a United States citizen.

HLTS is the general partner of Mount Bonnell. HCN GP is the general partner of HCN. HDML Asset is the investment member of HDML.

Halcyon Asset is the general partner of Master Fund, which has owned Shares since before the Merger (as defined below) as reported on Schedule 13G/A for the Issuer filed with the SEC on February 14, 2017.

Halcyon Management is the investment manager for each of Mount Bonnell, HCN, HEPI, and HDML. Investment decisions of Halcyon Management are made by a three person Halcyon Management committee, including Jason Dillow and Kevah Konner, each of whom has individual decision-making authority. John Bader is the CEO of Halcyon Management. Avinash Kripalani is a Principal at Halcyon Management.

The following address is the business address for each of the Reporting Persons: 477 Madison Avenue, 8th Floor, New York, New York 10022.

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

Item 3. Source and Amount of Funds or Other Consideration.

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

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

In connection with the Closing, all outstanding interests in NextDecade, LLC were canceled in exchange for the right to receive Shares of the Issuer, as further provided by the Merger Agreement, including Shares issuable upon the satisfaction of certain milestones as provided in Section 2.11 of the Merger Agreement. As a result, HEPI received 1,747,176 shares (which excludes 685,784 shares issuable upon the satisfaction of certain milestones), HCN received 4,075,530 shares (which excludes 89,074 shares issuable upon the satisfaction of certain milestones), Mount Bonnell received 2,649,914 shares (which excludes 863,168 contingent shares issuable upon the satisfaction of certain milestones), and HDML received 636,745 shares (which excludes 1,862,143 shares issuable upon the satisfaction of certain milestones).

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

Item 4. Purpose of Transaction.

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

As further described in Item 6, Avinash Kripalani was designated by Halcyon Management to serve on the board of directors of the Issuer (the "Board"). Mr. Kripalani is also a member of the Nominating, Corporate Governance and Compensation Committee. As a result, the Reporting Persons intend to take an active role in working with the Issuer's Halcyon Management on operational, financial and strategic initiatives.

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

Except as described in Item 6 and this Item 4 and any plans or proposals that may from time to time be discussed or considered by the directors of the Issuer, including Avinash Kripalani, in his fiduciary capacity as a director of the Issuer, the Reporting Persons do not currently have any plans or proposals that relate to or would result in any of the actions specified under Item 4 of this Statement.

Item 5. Interests in the Securities of the Issuer.

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

(a) and (b) The following responses are based on 105,185,828 Shares issued and outstanding of the Issuer ("outstanding Shares"), as reported in the Issuer's Current Report on Form 8-K filed with the SEC on July 28, 2017.

As of the date hereof, the Reporting Persons beneficially own, in the aggregate, 9,494,530 Shares, which represents approximately 9.03%

As of the date hereof, Mount Bonnell directly holds 2,649,914 Shares, which represents approximately 2.52% of the outstanding Shares; HDML directly holds 636,745 Shares, which represents approximately 0.61% of the outstanding Shares; HCN directly holds 4,075,530 Shares, which represents approximately 3.87% of the outstanding Shares; HEPI directly holds 1,747,176 Shares, which represents approximately 1.66% of the outstanding Shares; and Master Fund directly holds 325,165 Shares, which represents approximately 0.31% of the outstanding Shares.

HLTS is the general partner of Mount Bonnell. HCN GP is the general partner of HCN. HDML Asset is the investment member of HDML. Halcyon Management is the investment manager for each of Mount Bonnell, HCN, HEPI and HDML. Investment decisions of Halcyon Management are made by a three person Halcyon Management committee, including Jason Dillow and Kevah Konner, each of whom has individual decision-making authority. John Bader is the CEO of Halcyon Management. Avinash Kripalani is a Principal at Halcyon Management.

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

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

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

(e) Not applicable.

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

Board and Committee Composition after the Merger

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

Registration Rights Agreement

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

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

Lock-up Agreements

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

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

Item 7. Material to Be Filed as Exhibits

- | | |
|-------|---|
| 2.1 | Merger Agreement, dated as of April 17, 2017 (incorporated by reference herein from Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC by NextDecade Corporation (f/k/a Harmony Merger Corp.) on April 18, 2017 (SEC File No. 001-36842).) |
| 10.1 | Registration Rights Agreement (incorporated by reference herein from Exhibit 10.2 to the Current Report on Form 8-K filed with the SEC by NextDecade Corporation on July 28, 2017 (SEC File No. 001-36842).) |
| 10.2* | Lock-Up Agreement (First Series of HDML Fund I LLC) , dated as of July 24, 2017 |
| 10.3* | Lock-Up Agreement (Halcyon Energy, Power and Infrastructure Capital Holdings LLC), dated as of July 24, 2017 |
| 10.4* | Lock-Up Agreement (Halcyon Mount Bonnell Fund LP), dated as of July 24, 2017 |
| 10.5* | Lock-Up Agreement (HCN LP), dated as of July 24, 2017 |
| 99.1* | Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Exchange Act. |

* 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: August 3, 2017

Halcyon Mount Bonnell Fund LP

By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HLTS GP LLC

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HCN LP

By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HCN GP LLC

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

Halcyon Energy, Power & Infrastructure Capital Holdings LLC
By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

First Series of HDML Fund I LLC
By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HDML Asset LLC

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

Halcyon Master Fund LP
By: Halcyon Asset LLC, its General Partner

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

August 3, 2017

Date

/s/ John Freese

Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017

Date

/s/ Avinash Kripalani

Name: Avinash Kripalani

August 3, 2017

Date

/s/ Jason Dillow

Name: Jason Dillow

August 3, 2017

Date

/s/ Kevah Konner

Name: Kevah Konner

August 3, 2017

Date

/s/ John Bader

Name: John Bader

August 3, 2017

Date

Exhibit Index

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* Filed herewith.

LOCK-UP AGREEMENT

July 24, 2017

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

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

Ladies and Gentlemen:

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

To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the "**Restricted Period**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or

Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause. Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

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

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

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

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

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

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

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

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

Very truly yours,

First Series of HDML Fund I, LLC

/s/ John Freese

Name: John Freese

Its: Authorized Signatory

Address

/s/ Suzanne McDermott

Suzanne McDermott

Chief Compliance Officer

[Signature Page to Lock-Up Agreement]

LOCK-UP AGREEMENT

July 24, 2017

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

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

Ladies and Gentlemen:

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

To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the "**Restricted Period**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or

Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause. Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

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

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“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,

Halcyon Energy, Power, and Infrastructure Capital Holdings LLC

/s/ John Freese

Name: John Freese

Its: Authorized Signatory

Address

/s/ Suzanne McDermott

Suzanne McDermott

Chief Compliance Officer

[Signature Page to Lock-Up Agreement]

LOCK-UP AGREEMENT

July 24, 2017

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

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

Ladies and Gentlemen:

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To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the “**Restricted Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or

Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause. Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

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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,

Halcyon Mount Bonnell Fund LP

/s/ John Freese

Name: John Freese

Its: Authorized Signatory

Address

/s/ Suzanne McDermott

Suzanne McDermott

Chief Compliance Officer

[Signature Page to Lock-Up Agreement]

LOCK-UP AGREEMENT

July 24, 2017

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

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

Ladies and Gentlemen:

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

To induce the parties to consummate the Transactions, the undersigned hereby agrees that it will not, during the period commencing on the date hereof and ending one hundred and eighty (180) days after the date hereof (the “**Restricted Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Parent Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) by the undersigned or any other Related Securities (as defined below) so owned or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the shares of Parent Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Parent Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Parent Common Stock or Related Securities acquired in open market transactions after the Merger, (b) if the undersigned is a corporation, partnership, limited liability company or other business entity, a disposition, transfer or distribution of shares of Parent Common Stock or Related Securities to its affiliates, limited or general partners, members, stockholders or other equity holders of the undersigned, (c) if the undersigned is an individual, transfers of shares of Parent Common Stock or Related Securities as bona fide gifts or to a trust the beneficiaries of which are exclusively the undersigned or immediate family members of the undersigned, (d) transactions relating to shares of Parent Common Stock or Related Securities by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement, (e) if the undersigned is an individual, transfers of shares of Parent Common Stock or

Related Securities by will or intestacy, (f) the exercise of options, stock appreciation rights or warrants to purchase shares of Parent Common Stock or (g) transfers, sales, tenders or other dispositions of Parent Common Stock to a bona fide third party pursuant to a tender offer for securities of Parent or any merger, consolidation or other business combination involving a Change of Control of Parent that, in each case with respect to this clause (g), has been approved by the board of directors of Parent (including, without limitation, entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Parent Common Stock in connection with any such transaction, or vote any Parent Common Stock in favor of any such transaction); *provided* that all shares of Parent Common Stock subject to this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement; and *provided, further*, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed, any Parent Common Stock subject to this agreement shall remain subject to the restrictions herein or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer, sale or any other disposition of shares of Parent Common Stock; *provided* that (A) in the case of any transfer, distribution or sale pursuant to clauses (b), (c), (d) or (e) above, each donee, transferee or pledgee shall sign and deliver a lock-up agreement substantially in the form of this letter, (B) in the case of any transfer or distribution pursuant to clauses (a), (b) and (c), no filing by any party (donor, donee, transferor or transferee) under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above), (C) in the case of clause (f) above, that any shares of Parent Common Stock received upon such exercise, vesting, conversion, exchange or settlement shall be subject to all of the restrictions set forth in this agreement, (D) in the case of clause (h) above such plan does not provide for the transfer of shares of Parent Common Stock during the Restricted Period and the entry into such plan is not publicly disclosed, including in any filing under the Exchange Act, during the Restricted Period and, (E) any filing or announcement by Parent or the undersigned relating to a transfer or distribution under clauses (d), (e), (f) or (g) above shall briefly note the applicable circumstances that cause such clause to apply and explain that the filing or announcement relates solely to transfers or distributions falling within the category described in the relevant clause. Parent, NextDecade, and the undersigned agree that fifty percent (50%) of the Parent Common Stock issued by Parent to the undersigned at Closing shall be automatically released from this lock-up agreement prior to the expiration of the Restricted Period on the first day following the date on which the closing price of Parent Common Stock equals or exceeds \$12.50 per share (as adjusted for share splits, share dividends, reorganizations and recapitalizations or similar events) for any twenty (20) trading days within any thirty (30) trading-day period commencing after the Closing.

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

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

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

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

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

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

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

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

Very truly yours,

HCN LP

/s/ John Freese

Name: John Freese

Its: Authorized Signatory

Address

/s/ Suzanne McDermott

Suzanne McDermott

Chief Compliance Officer

[Signature Page to Lock-Up Agreement]

JOINT FILING AGREEMENT

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

Dated: August 3, 2017

Halcyon Mount Bonnell Fund LP

By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HLTS GP LLC

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HCN LP

By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HCN GP LLC

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

Halcyon Energy, Power & Infrastructure Capital Holdings LLC
By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

First Series of HDML Fund I LLC
By: Halcyon Capital Management LP, its Manager

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

HDML Asset LLC

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

Halcyon Master Fund LP
By: Halcyon Asset LLC, its General Partner

/s/ Suzanne McDermott
Name: Suzanne McDermott
Title: Chief Compliance Officer

/s/ John Freese
Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017
Date

August 3, 2017
Date

/s/ Suzanne McDermott

Name: Suzanne McDermott
Title: Chief Compliance Officer

August 3, 2017

Date

/s/ John Freese

Name: John Freese
Title: Senior Corporate Counsel

August 3, 2017

Date

/s/ Avinash Kripalani

Name: Avinash Kripalani

August 3, 2017

Date

/s/ Jason Dillow

Name: Jason Dillow

August 3, 2017

Date

/s/ Kevah Konner

Name: Kevah Konner

August 3, 2017

Date

/s/ John Bader

Name: John Bader

August 3, 2017

Date