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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 5)

Intuitive Machines, Inc.
(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

46125A 100
(CUSIP Number)

Michael Blitzer
167 Madison Avenue, Suite 205 #1033
New York, New York 10016
(212) 319-1309

Copy to:

Joel L. Rubinstein
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1221 Avenue of the Americas
New York, New York 10020
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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 30, 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 that 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.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act.

1	NAME OF REPORTING PERSONS Michael Blitzer	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,662,673(1)(2)(3)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,662,673(1)(2)(3)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,662,673(1)(2)(3)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.0%(4)	
14.	TYPE OF REPORTING PERSON IN	

- (1) The reported shares consist of 1,662,673 shares of Class A common stock, par value \$0.0001 per share ("Class A Common Stock"), of Intuitive Machines, Inc. (the "Issuer") held by Michael Blitzer ("Mr. Blitzer").
- (2) Excludes 2,538,125 shares of Class A Common Stock that may be purchased by exercising warrants that are not currently exercisable within 60 days. Pursuant to the warrant agreement, Mr. Blitzer has opted for a 9.8% beneficial ownership blocker, pursuant to which he may not exercise his warrants for shares of Class A Common Stock to the extent that, upon giving effect to such exercise, he (together with his affiliates and any persons acting as a group together with him or his affiliates) would beneficially own greater than 9.8% of the Issuer's Class A Common Stock as calculated in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended. The aggregate number of shares of Class A Common Stock and the percentage of total outstanding shares of Class A Common Stock beneficially owned by Mr. Blitzer gives effect to this beneficial ownership blocker.
- (3) Excludes 18,321 restricted stock units ("RSUs") granted to Mr. Blitzer on June 23, 2023, each of which represents a contingent right to receive one share of Class A Common Stock. The RSUs will vest in full on the earlier to occur of the first anniversary of the grant date and the date of the next annual meeting following the grant date.
- (4) Based on 20,827,879 shares of Class A Common Stock outstanding, consisting of 16,057,668 shares of Class A Common Stock outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on August 14, 2023 plus (i) 4,705,883 shares of Class A Common Stock issued on September 5, 2023 and (ii) 64,328 shares of Class A Common Stock issued on September 6, 2023, in each case as reported in the Issuer's Current Report on Form 8-K filed with the SEC on September 6, 2023.

END OF COVER PAGES

EXPLANATORY NOTE

This Amendment No. 5 to Schedule 13D (this "Fifth Amendment") filed by Michael Blitzer ("Mr. Blitzer") amends, with respect to Mr. Blitzer, the report on Schedule 13D filed on October 4, 2021 (the "Original 13D" as amended by Amendment No. 1 to Schedule 13D filed on November 2, 2021 (the "First Amendment"), as amended by Amendment No. 2 to Schedule 13D filed on December 7, 2022 (the "Second Amendment"), as amended by Amendment No. 3 to Schedule 13D filed on February 24, 2023 (the "Third Amendment") and as amended by Amendment No. 4 to Schedule 13D filed on August 16, 2023 (the "Fourth Amendment", and the Original 13D as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, the "Schedule 13D") by amongst other reporting persons, Mr. Blitzer, with respect to the Class A common stock, par value \$0.0001 per share (the "Class A Common Stock"), of Intuitive Machines, Inc. (f/k/a Inflection Point Acquisition Corp.) (the "Issuer").

Capitalized terms used and not otherwise defined in this Fifth Amendment have the meanings ascribed to them in the Schedule 13D. Except as expressly amended and supplemented by this Fifth Amendment, the Schedule 13D is not amended or supplemented in any respect, and the disclosures set forth in the Schedule 13D, other than as amended herein are incorporated by reference herein.

This Fifth Amendment is filed to report (i) the change in Mr. Blitzer's beneficial ownership as a result of the Issuer's issuance of (A) 4,705,883 shares of Class A Common Stock on September 5, 2023 (the "Private Placement Shares") and (B) 64,328 shares of Class A Common Stock on September 6, 2023 and (ii) Mr. Blitzer's agreement not to transfer shares of Class A Common Stock or any securities convertible, exchangeable or exercisable into shares of Class A Common Stock held of record as of August 30, 2023 or acquired of record thereafter from August 30, 2023 until (i) with respect to 50% of such securities, 30 days after the date that the resale registration statement expected to be filed for the Private Placement Shares has been declared effective by the SEC (the "Resale Effective Date") and (ii) with respect to the remaining 50% of such securities, until 60 days after the Resale Effective Date, subject, in each case, to limited exceptions.

ITEM 2. IDENTITY AND BACKGROUND

Item 2 is hereby amended and restated in its entirety as follows

This Schedule 13D is being filed by Michael Blitzer, an individual with a principal place of business located at 167 Madison Avenue, Suite 205 #1033, New York, NY 10016. Mr. Blitzer is a citizen of the United States of America. The principal occupation of Mr. Blitzer is serving as Co-Chief Investment Officer of Kingstown Capital Management L.P. ("KCM"). Mr. Blitzer is a managing member of Kingstown Management GP LLC ("KMGP") and Kingstown Capital Partners LLC ("KCP") and a current director and former Co-Chief Executive Officer of the Issuer. Notwithstanding his roles with KCM, KMGP and KCP, Mr. Blitzer has relinquished voting power and dispositive power over securities of the Issuer held by entities managed or controlled by KCM, KMGP and/or KCP.

During the last five years, Mr. Blitzer has not been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) 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 4. PURPOSE OF THE TRANSACTION

Item 4 is hereby amended and supplemented as follows:

The Issuer issued (A) 4,705,883 shares of Class A Common Stock on September 5, 2023 and (B) 64,328 shares of Class A Common Stock on September 6, 2023. In connection with and as a condition to the buyer's purchase of the Private Placement Shares from the Issuer, Mr. Blitzer agreed not to transfer shares of Class A Common Stock or any securities convertible, exchangeable or exercisable into shares of Class A Common Stock held of record as of August 30, 2023 or acquired of record thereafter from August 30, 2023 until (i) with respect to 50% of such securities, 30 days after the Resale Effective Date and (ii) with respect to the remaining 50% of such securities, until 60 days after the Resale Effective Date, subject, in each case, to limited exceptions.

ITEM 5. INTEREST OF SECURITIES OF THE ISSUER.

Item 5 is hereby amended and restated in its entirety as follows:

(a) and (b) The information contained on the cover pages to this Fifth Amendment are incorporated herein by reference.

(c) Except with respect to the receipt of securities distributed by the Sponsor on July 14, 2023 and August 15, 2023, the implementation of the warrant exercise blockers, Mr. Blitzer relinquishing voting power and dispositive power over securities of the Issuer held by entities managed or controlled by KCM, KMGP and/or KCP and the lock-up agreed to by Mr. Blitzer, each as described in the Schedule 13D as amended by this Fifth Amendment, the Reporting Persons have not effected any transactions in the Issuer's Class A Common Stock during the past 60 days. to the lock-up agreed to by Mr. Blitzer, as described herein, Mr. Blitzer has not effected any transactions in the Issuer's Class A Common Stock during the past 60 days.

(d) None.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Item 6 is hereby amended and supplemented as follows:

To the extent required by Item 6, the information contained in Items 4 and 5 of this Fifth Amendment is incorporated herein by reference.

In connection with and as a condition to the buyer's purchase of the Private Placement Shares from the Issuer, on August 30, 2023, Mr. Blitzer entered into a lock-up agreement pursuant to which he agreed not to transfer shares of Class A Common Stock or any securities convertible, exchangeable or exercisable into shares of Class A Common Stock held of record as of August 30, 2023 or acquired of record thereafter from August 30, 2023 until (i) with respect to 50% of such securities, 30 days after the Resale Effective Date and (ii) with respect to the remaining 50% of such securities, until 60 days after the Resale Effective Date, subject, in each case, to limited exceptions.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 is hereby amended and supplemented as follows:

Exhibit No.	Description
7.09	Lock-Up Agreement, dated as of August 30, 2023, by and between Intuitive Machines, Inc. and Michael Blitzer.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: September 8, 2023

/s/ Michael Blitzer

Name: Michael Blitzer

LOCK-UP AGREEMENT

August 30, 2023

Re: Securities Purchase Agreement, dated as of August 30, 2023 (the "Purchase Agreement"), between Intuitive Machines, Inc. (the "Company") and the purchasers signatory thereto (each, a "Purchaser" and, collectively, the "Purchasers")

Ladies and Gentlemen:

Defined terms not otherwise defined in this letter agreement (the "Letter Agreement") shall have the meanings set forth in the Purchase Agreement. Pursuant to Section 2.2(a)(vi) of the Purchase Agreement and in satisfaction of a condition of the Company's obligations under the Purchase Agreement, the undersigned irrevocably agrees with the Company that the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate of the undersigned or any person in privity with the undersigned or any Affiliate of the undersigned), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to, any shares of Common Stock of the Company or securities convertible, exchangeable or exercisable into, shares of Common Stock of the Company held of record or hereafter acquired of record by the undersigned (the "Securities") from the date hereof until (i) with respect to fifty percent (50%) of such Securities, thirty (30) days after the Effective Date (as defined in the Purchase Agreement) (the "First Restriction Period"), and (ii) with respect to the remaining fifty percent (50%) of such Securities, sixty (60) days after the Effective Date (such period, the "Second Restriction Period" and, together with the First Restriction Period, each a "Restriction Period").

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Securities provided that (1) the Company receives a signed lock-up letter agreement (in the form of this Letter Agreement) for the balance of the applicable Restriction Period from each donee, trustee, distributee, or transferee, as the case may be, prior to such transfer, (2) any such transfer shall not involve a disposition for value, (3) such transfer is not required to be reported with the Securities and Exchange Commission in accordance with the Exchange Act and no report of such transfer shall be made voluntarily, and (4) neither the undersigned nor any donee, trustee, distributee or transferee, as the case may be, otherwise voluntarily effects any public filing or report regarding such transfers, with respect to transfer:

- i) as a *bona fide* gift or gifts;
 - ii) to any family member or to any trust for the direct or indirect benefit of the undersigned or any family member of the undersigned;
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- iii) to any corporation, partnership, limited liability company, or other business entity all of the equity holders of which consist of the undersigned and/or family members of the undersigned;
- iv) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity (a) to another corporation, partnership, limited liability company, trust or other business entity that is an Affiliate of the undersigned or (b) in the form of a distribution to partners, members or stockholders or other equityholders of the undersigned;
- v) if the undersigned is a trust, transfers to a trustor or beneficiary of such trust or to the estate of a beneficiary of such trust;
- vi) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned; or
- vii) of securities purchased in open market transactions after the Closing Date.

For purposes hereof, "family member" means a spouse, domestic partner, child (including by adoption), father, mother, brother or sister of the undersigned, and lineal descendant (including by adoption) of the undersigned or of any of the foregoing persons

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may also transfer the Securities:

- i) If the undersigned is an entity, by virtue of the laws of the state of the entity's organization and the entity's organizational documents upon dissolution of the entity;
- ii) in the event of the completion of a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the Company's securityholders having the right to exchange their shares of Common Stock for cash, securities or other property;
- iii) to satisfy any U.S. federal, state, or local income tax obligations of the undersigned (or its direct or indirect owners) arising from the undersigned's ownership of Securities, in each case solely and to the extent necessary to cover any tax liability as a direct result of such ownership of the Securities.

In addition, notwithstanding the foregoing, this Letter Agreement shall not restrict the delivery of shares of Common Stock to the undersigned upon: (i) the exercise of any options granted under any employee benefit plan of the Company; (ii) the vesting of any stock awards related to shares of Common Stock; and (iii) the exercise of any warrants; provided that, in the case of each of clauses (i), (ii) and (iii), such shares of Common Stock delivered to the undersigned in connection with such exercise or vesting are subject to the restrictions set forth in this Letter Agreement.

Furthermore, the undersigned may enter into any new plan established in compliance with Rule 10b5-1 of the Exchange Act; provided that no sale of shares of Common Stock are made pursuant to such plan during the applicable Restriction Period.

The undersigned acknowledges that the execution, delivery and performance of this Letter Agreement is a material inducement to the Company to complete the transactions contemplated by the Purchase Agreement and the Company shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Letter Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Purchase Agreement.

This Letter Agreement may not be amended or otherwise modified in any respect without the written consent of each of the Company and the undersigned. This Letter Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this Letter Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under the Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The undersigned agrees and understands that this Letter Agreement does not intend to create any relationship between the undersigned and any Purchaser and that no Purchaser is entitled to cast any votes on the matters herein contemplated and that no issuance or sale of the Securities is created or intended by virtue of this Letter Agreement.

This Letter Agreement shall be binding on successors and assigns of the undersigned with respect to the Securities and any such successor or assign shall enter into a similar agreement for the benefit of the Company. This Letter Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

*** SIGNATURE PAGE FOLLOWS***

This Letter Agreement may be executed in two or more counterparts, all of which when taken together may be considered one and the same agreement.

/s/ Michael Blitzer

Signature

Michael Blitzer

Print Name

Director

Position in Company, if any

Address for Notice:

By signing below, the Company agrees to enforce the restrictions on transfer set forth in this Letter Agreement.

INTUITIVE MACHINES, INC.

By: /s/ Stephen J. Altemus

Name: Stephen J. Altemus

Title: Chief Executive Officer

[Signature Page to Lock-Up Agreement]