

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**SCHEDULE 13D/A
(Amendment No. 2)***

Under the Securities Exchange Act of 1934

NextDecade Corporation

(Name of Issuer)

**Common Stock, \$0.001 Par Value
(Title of Class of Securities)**

**65342K 105
(CUSIP Number)**

**Nineteenth Investment Company LLC
P.O. Box 45005
Abu Dhabi
United Arab Emirates
+971 2413-400**

(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 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.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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 (however, see the Notes).

Schedule 13D

1	NAME OF REPORTING PERSON Mubadala Investment Company PJSC		
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 WC, AF		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Emirate of Abu Dhabi, United Arab Emirates		
	7	SOLE VOTING POWER 0	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER 14,206,376	
	9	SOLE DISPOSITIVE POWER 0	
	10	SHARED DISPOSITIVE POWER 14,206,376	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 14,206,376*		
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) 9.0%**		
14	TYPE OF REPORTING PERSON CO		

* Includes shares owned by Ninteenth Investment Company LLC

** The percentage calculation is based on an aggregate of 158,592,788 shares of common stock outstanding as of July 13, 2023.

1	NAME OF REPORTING PERSON Mamoura Diversified Global Holding PJSC		
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 WC, AF		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Emirate of Abu Dhabi, United Arab Emirates		
	7	SOLE VOTING POWER 0	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER 14,206,376	
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.0%**		
14	TYPE OF REPORTING PERSON CO		

* Includes shares owned by Nineteenth Investment Company LLC

** The percentage calculation is based on an aggregate of 158,592,788 shares of common stock outstanding as of July 13, 2023.

1	NAME OF REPORTING PERSON Nineteenth Investment Company 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 AF		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) Not Applicable		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Emirate of Abu Dhabi, United Arab Emirates		
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.0%**		
14	TYPE OF REPORTING PERSON CO		

* The percentage calculation is based on an aggregate of 158,592,788 shares of common stock outstanding as of July 13, 2023.

AMENDMENT NO. 2 TO SCHEDULE 13D

This Amendment No. 2 to Schedule 13D amends and supplements the Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission (the "SEC") on December 11, 2019 (the "Schedule 13D").

This Amendment No. 2 amends and supplements the Schedule 13D as specifically set forth herein.

All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed as such terms in Schedule 13D. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Item 5. Interests in the Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and supplemented by replacing the first paragraph therein with the following:

The aggregate percentage of Shares reported owned by each person named herein is based on an aggregate of 158,592,788 shares of common stock outstanding as of July 13, 2023.

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

Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following at the end of Item 6:

2023 Voting Agreement

Pursuant to a voting agreement, dated as of July 12, 2023, (the "Voting Agreement") by and between Nineteenth Investment Company LLC and NextDecade Corporation, a Delaware corporation (the "Company"), Nineteenth Investment Company LLC agreed, among other things, (a) to vote in favor of, and granted a proxy to Brent E. Wahl and Vera de Gyarfaz (officers of the Company) to vote in favor of, certain matters brought to a vote of the stockholders of the Company with respect to the private placements of shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock") to be sold to Global LNG North America Corp., a Delaware corporation (the "Purchaser") and an affiliate of TotalEnergies SE pursuant to the common stock purchase agreement, dated as of June 13, 2023 (the "Stock Purchase Agreement") and (b) agreed to refrain from transferring their shares unless certain conditions are satisfied, subject to an exception for sales pursuant to which the transferee agrees in writing to be bound to the terms of the Voting Agreement. The Voting Agreement terminates if, among other things, the Stock Purchase Agreement terminates. References to, and descriptions of, the Voting 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 as Exhibit 10.6 hereto.

Item 7. Material to Be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented by adding the following exhibit:

10.6 Voting Agreement, dated as of July 12, 2023.

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 13, 2023

Mubadala Investment Company PJSC

By: /s/ Marwan Nijmeh
Name: Marwan Nijmeh
Title: Authorized Signatory

Mamoura Diversified Global Holding PJSC

By: /s/ Marwan Nijmeh
Name: Marwan Nijmeh
Title: Authorized Signatory

Nineteenth Investment Company LLC

By: /s/ Saed Arar
Name: Saed Arar
Title: Authorized Signatory

By: /s/ Kit Wai Li
Name: Kit Wai Li
Title: Authorized Signatory

Voting Agreement

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

The Stockholder agrees to vote in favor, or cause to be voted in favor, all shares of capital stock of the Company owned by the Stockholder or over which the Stockholder has 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 Stockholder agrees that any shares of capital stock of the Company that the Stockholder purchases or with respect to which the Stockholder otherwise acquires 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 Stockholder agrees to promptly notify the Company in writing of the nature and amount of any New Shares.

The Stockholder hereby represents and warrants as follows:

(a) the Stockholder has the full power and authority to execute and deliver this Agreement and to perform the Stockholder’s obligations hereunder;

(b) this Agreement has been duly executed and delivered by or on behalf of the Stockholder and constitutes a valid and binding agreement with respect to the Stockholder, enforceable against the Stockholder 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 Stockholder has the power to vote on the Matters as indicated opposite the Stockholder’s name on Schedule 1 attached hereto free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever (“**Liens**”), and has 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 Stockholder does not, and the performance by the Stockholder of his, her or its obligations hereunder and the compliance by the Stockholder 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 Stockholder is a party or by which the Stockholder is bound, or any law, statute, rule or regulation to which the Stockholder is subject or, in the event that the Stockholder is a corporation, partnership, trust or other entity, any bylaw or other organizational document of the Stockholder; and

(e) the execution and delivery of this Agreement by the Stockholder does not, and the performance of this Agreement by the Stockholder 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 Stockholder, 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 Stockholder of his, her or its obligations under this Agreement in any material respect.

The Stockholder hereby constitutes and appoints as the proxies of the Stockholder and hereby grants a power of attorney to Brent E. Wahl and Vera de Gyrfas, 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 Stockholder (i) fails to vote, or (ii) attempts 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 Stockholder’s 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 Stockholder hereby revokes 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 Stockholder 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 Stockholder contained herein untrue or incorrect, or (d) take any action that would have the effect of preventing or disabling the Stockholder from performing the Stockholder's obligations under this Agreement. Notwithstanding the foregoing, the Stockholder may sell, assign, transfer, tender, or otherwise dispose of its 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 Stockholder 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. Any dispute, arising out of, or in connection with, this Agreement, including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules, which rules shall be deemed incorporated by reference to this Agreement. The tribunal shall consist of three arbitrators (with each party nominating one arbitrator each and the third arbitrator being approved by the other two arbitrators so appointed or, failing agreement between the two arbitrators, under the rules of the AAA). The seat of arbitration shall be New York, New York. The arbitration shall be conducted in English. Judgement upon the award may be entered in any court of competent jurisdiction. The parties hereunder waive any right of appeal to any court in any jurisdiction against the award, insofar as such waiver can validly be made. 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 Stockholder 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.

STOCKHOLDER:

NINETEENTH INVESTMENT COMPANY LLC

By: /s/ Saed Arar
Name: Saed Arar
Title: Authorized Signatory

By: /s/ Kit Wai Li
Name: Kit Wai Li
Title: Authorized Signatory

SCHEDULE 1

Stockholder & Address	Common Stock	Restricted Stock Units	Options	Preferred Stock
Nineteenth Investment Company LLC Al Mamoura A P.O. Box 45005 Abu Dhabi, United Arab Emirates	14,206,376	N/A	N/A	N/A