

MEMORANDUM OF UNDERSTANDING

Between
NextDecade, LLC (ND) and
The University of Texas Rio Grande Valley (UTRGV)

This Memorandum of Understanding (the “MOU”) is entered into between NextDecade, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its place of business at 3, Waterway Square Place, Suite 400, The Woodlands, Texas 77380 (hereinafter referred to as “**ND**”), and The University of Texas Rio Grande Valley (“UTRGV”), a state agency and institution of higher education organized under the laws of the State of Texas. ND and UTRGV shall each be individually referred to in this MOU as a “Party” and collectively as the “Parties”.

WHEREAS, ND is a portfolio LNG company engaged in the development of projects associated with natural gas pipeline transportation, natural gas treatment and liquefaction, and the distribution and export of LNG through vehicular and marine carriers (“**ND Projects**”);

WHEREAS, UTRGV is an educational institution located in the Rio Grande Valley region and has a College of Engineering and Computer Science. UTRGV provides quality educational, training and research programs at the tertiary level to its current and future students;

WHEREAS, the Parties to this MOU wish to cooperate in promoting energy, engineering and technology related education, and research and job training opportunities for UTRGV students in the Rio Grande Valley region thereby promoting broader social and economic development.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Understandings

The Parties recognize the importance of fostering educational and research programs, which provide pathway opportunities for students to enter the workforce in the energy, engineering and technology industries. In recognition of the foregoing, the Parties wish to cooperate and provide mutual support for UTRGV’s development of educational, training and research programs tailored to meet the needs of prospective employers, including ND, and for the general advancement of the energy, engineering and technology industries in the Rio Grande Valley.

To achieve these goals, the Parties may investigate cooperation initiatives to:

- Promote close collaboration between academia, industry and government by providing energy and technology education and research opportunities addressing current and potential future industry needs;
- Address critical needs in the energy industry for engineering and technology and other graduates specializing in energy;
- Promote opportunities for applied research, education, training and installations at the Port of Brownsville, UTRGV and the ND Projects;

- Attract talented and accomplished research and teaching candidates to the Rio Grande Valley region;
- Promote and provide industry guidance and feedback on degree programs and courses offered by UTRGV;
- Encourage development of internship programs within the energy, engineering and technology industries;
- Cooperate in establishing vertically integrated energy related educational programs for K-12 schools, community and state colleges and universities;
- Foster the recruitment, retention and development of students in science, technology, engineering and math ("**STEM**") subjects;
- Provide guidance, inspiration and recognition of STEM subjects as a path to a brighter future;
- Promote the use of engineering and STEM disciplines as an instrument of change targeted at solving social and economic issues facing local, regional and global communities;
- Encourage the development of women in engineering as an important driver of growth and diversity;
- Foster and create recognition of the benefit of diversity as it applies to learning and research as well as business needs;
- Promote opportunities for collaboration between industry and education on a global scale;

The Parties acknowledge the broad scope of this cooperative understanding and agree that the details of any specific initiatives under this cooperation will be reduced to writing, agreed to by the Parties and will not become effective until executed by duly authorized representatives of the parties.

2. Relationship of Parties and No Obligation

This MOU does not create a partnership, joint venture, or relationship of trust or agency between the Parties. Neither Party shall be authorized to act on behalf of the other, or to make representations or commitments of any kind on behalf of any other Party.

Further, neither Party shall be obligated to enter into, participate or perform any specific initiatives or other acts by reason of entering into this MOU.

3. Duration and Termination

This MOU shall be effective as of the Effective Date and shall continue for a period of three (3) years, with an option to extend the term upon written agreement by both Parties.

The Parties agree that this MOU may be terminated by any Party at any time upon providing written notification of a Party's intent to terminate. The Parties agree that termination of this MOU shall be made without any liability accruing to the terminating Party.

4. Publication

Each Party will obtain the prior approval of the other before making any public statements, press or news releases or announcements regarding this MOU and the understandings contained herein.

5. Mutual Obligations

- a) This MOU constitutes the entire agreement between the parties and supersedes any and all other agreements, orally or in writing, between the parties with respect to the subject matter discussed herein, and no prior or contemporaneous agreement, written or oral, will be binding or valid. No amendment to this MOU shall be effective unless reduced to writing and signed by an authorized representative of each party.
- b) UTRGV and ND will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this MOU.
- c) This MOU shall be governed by the laws of the state of Texas.
- d) All written notices, requests and communications unless specifically required to be given by a specific method, may be sent to the address or tele facsimile number set forth below, by one of the following methods: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by tele facsimile, producing a document indicating the date and time of successful transmission. Either party may at any time give notice in writing to the other party of a change of address or telephone or tele facsimile number.

To UTRGV:

Cynthia J. Brown, PhD
Deputy Provost
1201 W. University Dr.
Edinburg, TX 78539
Telephone: (956) 665-4025
Tele facsimile: (956) 665-2114


To ND:

Krysta De Lima
General Counsel
3 Waterway Square Place, Suite 400
The Woodlands, TX 77380
Telephone: (832) 403-2198
Tele facsimile: (832) 403-2198

- 6. Neither Party shall assign any right, benefit, or duty under this MOU without the other party's prior written consent.
- 7. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting either Party's normal operations in carrying out its statutory or regulatory duties. This MOU does not limit or restrict either Party from participating in similar activities or arrangements with other entities.

[Execution Page Follows]

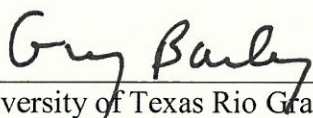
This MOU has been executed on behalf of each Party by its duly authorized representative as of the _____ day of August, 2016 (the "*Effective Date*").

A handwritten signature in black ink, appearing to read 'Kathleen Eisbrenner', written over a horizontal line.

NextDecade, LLC

Name: Kathleen Eisbrenner

Title: Founder, Chairman, & CEO

A handwritten signature in black ink, appearing to read 'Guy Bailey', written over a horizontal line.

University of Texas Rio Grande Valley

Name: Guy Bailey

Title: President