

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

Northern Natural Gas Company
Docket No. RP26-340-000

Issued: January 23, 2026

On December 31, 2025, Northern Natural Gas Company filed tariff records¹ to reflect various negotiated rate agreements and remove expired negotiated rate agreements. Waiver of the Commission's 30-day notice requirement is granted. Pursuant to authority delegated to the Director, Division of Pipeline Regulation, under 18 C.F.R. § 375.307, the tariff records are accepted, effective January 1, 2026, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in the applicant's tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Marsha K. Palazzi, Director, Division of Pipeline Regulation

¹ See Appendix.

Appendix

Northern Natural Gas Company
FERC Gas Tariffs

Tariff Records Accepted Effective January 1, 2026:

[Part 5, Negotiated Rates \(13.0.0\)](#)

[Section 21, \(1.0.0\)](#)

[Section 22, \(1.0.0\)](#)

[Section 23, \(1.0.0\)](#)

[Section 24, \(1.0.0\)](#)

[Section 37, \(4.0.0\)](#)

[Section 38, \(11.0.0\)](#)

[Section 46, \(15.0.0\)](#)

Tariff record(s) to be inserted into your copy of
Northern Natural Gas Company's FERC Gas Tariff,
Seventh Revised Volume No. 1

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<u>Shipper Name:</u>	Spotlight Energy, LLC
<u>Contract No.:</u>	145724
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	01/01/2026 through 01/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	15,000
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	Southern Star Central/NNG Kiowa Co. ITE
<u>Delivery Points:</u>	NNG Field MKT Demarcation – 16B

The daily charge shall be the MDQ multiplied by the "Formula Rate" unless a "Rate Adjustment Election" has been made as defined below. The monthly charge is the sum of the daily charges for the applicable month.

The "Formula Rate" shall equal the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S]$, where (D) = the Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Panhandle, Tx.-Okla.; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 2; and (S) = 0.90. However, when calculating the "Rate," in no event will $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S]$ be less than \$0.00.

Rate Adjustment Election. Solely in the event the Shipper's Firm Natural Gas Supply becomes unavailable to the Shipper to transport on Northern due to an operational issue that results in a Verified Loss of Shipper's Firm Natural Gas Supply, Shipper may elect to adjust its daily charge ("Rate Adjustment Election").

- i. Firm Natural Gas Supply. Firm Natural Gas Supply shall mean that the natural gas supply was purchased on an uninterrupted basis and contracted for transport on a primary firm service prior to the operational issue resulting in the loss of supply.
- ii. Operational Issue. The operational issue must be outside of the control of Shipper and not due to price considerations or priority of service.
- iii. Verified Loss. It shall be Shipper's obligation to verify to the satisfaction of Northern the unavailability of Shipper's Firm Natural Gas Supply to transport on Northern. Verification requirements may include, but not be limited to, that the natural gas was contracted and transported on a firm basis to primary points, the total quantity of Firm Natural Gas Supply that became unavailable to Shipper, the location of the natural gas supply that became unavailable, the total amount of Firm Natural Gas Supply affected by the operational issue ("Verified Lost Supply"), the total amount of natural gas supply available to the Shipper to transport on Northern prior to the operational issue ("Total Supply Available"), and the reason(s) the natural gas supply became unavailable. The inability or failure to purchase Firm Natural Gas Supply as a result of weather conditions or otherwise shall not constitute a verified loss for that Gas Day.

To make a Rate Adjustment Election, Shipper will provide notice to Northern of its intent to exercise the Rate Adjustment Election as soon as reasonably practicable, but no later than the end of the first affected Gas Day. The notice must include the number of days the Rate Adjustment Election is to remain in effect, and the quantity to which the election applies (the "Rate Adjustment Election MDQ"). For any primary receipt point affected by a verified loss of Firm Natural Gas Supply, the percentage of Rate Adjustment Election MDQ, including contiguous paths, to total MDQ associated with the operational issue shall not exceed the pro rata supply loss at the affected primary receipt point. The pro rata supply loss will be calculated by dividing the Verified Lost Supply by the Total Supply Available.

If a Rate Adjustment Election has been made, the daily charge for the Rate Adjustment Election MDQ

shall be the Rate Adjustment Election MDQ multiplied by the "Adjusted Formula Rate." The "Adjusted Formula Rate" shall equal the Formula Rate, except when the Formula Rate is greater than \$0.5777. When the Formula Rate is greater than \$0.5777, the Adjusted Formula Rate shall equal \$0.5777. The Formula Rate will apply for any quantity not included in the Rate Adjustment Election MDQ.

In the event Shipper is able to replace its natural gas supply prior to the close of the Gas Day on any day Shipper made a Rate Adjustment Election, Shipper must notify Northern of its intent to replace the supply and Northern must agree to modify the Rate Adjustment Election for the current Gas Day. To the extent any Rate Adjustment Election supply is modified, the original rate formula components "R" and "D" will be adjusted for the identified portion of the Rate Adjustment Election quantity each day by substituting Shipper's actual purchase price in "R" (Midpoint price from Platts Gas Daily index for the receipt location) and the actual selling price in "D" (Midpoint price from Platts Gas Daily for the delivery location). If daily scheduled quantities exceed the Rate Adjustment Election quantity, the original "Formula Rate" charges will be applicable to those excess scheduled quantities. Shipper may use the Rate Adjustment Election for any Gas Day during the month of January.

In the event that Shipper makes a Rate Adjustment Election for any Gas Days that have not been completed, Northern may, in its sole discretion, direct Shipper to reduce the point quantity at the affected points for any Gas Days where the Rate Adjustment Election has been made and Shipper shall reduce the point quantity at the affected points. For any Gas Day where quantities are reduced, the Rate Adjustment Election will no longer be applicable for those quantities and the rate charged will be \$0.00/Dth/day for such quantities. Notwithstanding the above, the parties may mutually agree to realign to mutually agreeable points. The rate for any realigned quantities shall be the Adjusted Formula Rate or other mutually agreeable rate. Any Verified Loss of Shipper's Firm Natural Gas Supply that results in reduced or realigned quantities as a result of the Shipper's Rate Adjustment Election may not be applied to any other MDQ for purposes of calculating additional quantities eligible for a Rate Adjustment Election.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity, including any affected contiguous path, allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts Gas Daily Panhandle, Tx.-Okla. less Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. - Delivery, or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

<u>Shipper Name:</u>	Targa Gas Marketing LLC
<u>Contract No.:</u>	132908
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	01/01/2026 through 12/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	50,000
<u>Summer Quantity Dth/day:</u>	50,000
<u>Receipt Points:</u>	Oasis/NNG Waha, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	NNG Field/Mkt Demarcation-16B, Demarc Def. Delivery

Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$2.10/Dth (rate) multiplied by 30.4 and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern that impacts the Shipper's ability to flow the primary receipt and delivery points in this Agreement, Northern and Shipper will work together on a commercially reasonable basis to realign to an alternate receipt point. If no such point is available, then Shipper will not pay more for services hereunder than if reservation charge credits under Section 22 of the General Terms and Conditions of Northern's FERC Gas Tariff would have applied.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The rates set forth above are applicable to the receipt and delivery points (POI) listed. Any delivered quantities received from receipts points located in MIDs 8 through 16A will be charged an additional \$0.20/Dth and any delivered quantities to delivery points located in MIDs 1 through 16A will be charged an additional \$0.20/Dth. Notwithstanding the above, in the event of an outage on Northern's pipeline system that impacts Shipper's ability to schedule any primary receipt and delivery points, Shipper may, without incurring the additional charges above, use either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to NNG Field/Mkt Demarcation (POI 37654) or Demarc Def.-Delivery (POI 62389) or (2) any receipt point listed for delivery to any Field Area delivery point.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

<u>Shipper Name:</u>	MidAmerican Energy Company
<u>Contract No.:</u>	116047
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	See below
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	7,500
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	All Market Area Receipt Points
<u>Delivery Points:</u>	All Market Area Delivery Points

Beginning 12/01/2019, subject to and contingent upon the construction of facilities, and extending for 10 years during the months of November through March (Winter) the maximum daily quantity of the Agreement is increased by 7,500 Dth/day from receipts at NBPL/NNG Welcome (POI 1665) for deliveries to Yankton SD #1 (POI 3356) of 600 Dth/day, Sioux Falls Master Meter (POI 78958) for redelivery to Sioux Falls SD #1 (POI 1343) of 6,000 Dth/day, Beresford SD #1 (POI 3685) of 100 Dth/day, Canton SD #1 (POI 3680) of 200 Dth/day, Dells Rapids SD #1 (POI 2137) of 400 Dth/day and Lennox SD #1 (POI 2130) of 200 Dth/day (hereinafter referred to as "West Leg 2019 Entitlement").

Beginning 12/01/2019, subject to and contingent upon the construction of facilities, and extending for 10 years during the Winter months, the rate provisions for the West Leg 2019 Entitlement are amended as follows:

Shipper shall pay a monthly reservation charge in an amount equal to \$1.2859/Dth/day (Negotiated Reservation Rate) multiplied by the MDQ applicable to the West Leg 2019 Entitlement, multiplied by 30.4.

In addition to the Negotiated Reservation Rate, Shipper shall (i) pay a commodity rate equal to the maximum commodity rates provided in Northern's FERC Gas Tariff; (ii) provide any applicable fuel use and unaccounted for; and (iii) pay all FERC-approved charges and surcharges applicable to the service provided herein.

Shipper Name: Targa Gas Marketing LLC
Contract No.: 134630
Rate Schedule: TFX
Term of Negotiated Rate: 01/01/2026 through 12/31/2026
Non-conforming Agreement: No
Winter Quantity Dth/day: 50,000
Summer Quantity Dth/day: 50,000
Receipt Points: Oasis/NNG Waha, Brownfield Pool, Targa Monument Plant Lea Co (R),
All Field Area MID 1 – MID 7 Receipt Points
Delivery Points: NNG Field/MKT Demarcation-16B, Demarc Def. Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$2.10/Dth (rate) multiplied by 30.4 and shall include all applicable surcharges.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern that impacts the Shipper's ability to flow the primary receipt and delivery points in this Agreement, Northern and Shipper will work together on a commercially reasonable basis to realign to an alternate receipt point. If no such point is available, then Shipper will not pay more for services hereunder than if reservation charge credits under Section 22 of the General Terms and Conditions of Northern's FERC Gas Tariff would have applied.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The rates set forth above are applicable to the receipt and delivery points (POI) listed. Any delivered quantities received from receipts points located in MIDs 8 through 16A will be charged an additional \$0.20/Dth and any delivered quantities to delivery points located in MIDs 1 through 16A will be charged an additional \$0.20/Dth. Notwithstanding the above, in the event of an outage on Northern's pipeline system that impacts Shipper's ability to schedule any primary receipt and delivery points, Shipper may, without incurring the additional charges above, use either (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to NNG Field/Mkt Demarcation (POI 37654) or Demarc Def.-Delivery (POI 62389) or (2) any receipt point listed for delivery to any Field Area delivery point.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16B. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the rate set forth above.

<u>Shipper Name:</u>	United Energy Trading, LLC
<u>Contract No.:</u>	145740
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	01/01/2026 through 01/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	5,000
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	CIG Garden City Interconnect
<u>Delivery Points:</u>	NNG Field MKT Demarcation – 16B, Demarc Def. - Delivery

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.65/Dth (rate) multiplied by the applicable number of days in the month.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts Gas Daily Panhandle, Tx.-Okla. less Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. - Delivery, or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 16A. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

Shipper Name: Radiate Energy LLC
Contract No.: 145766
Rate Schedule: TFX
Term of Negotiated Rate: 01/01/2026 through 01/05/2026
Non-conforming Agreement: No
Winter Quantity Dth/day: 18,000
Summer Quantity Dth/day: 0
Receipt Points: El Paso/NNG Dumas
Delivery Points: NNG Field MKT Demarcation – 16B

The Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.50/Dth (rate) multiplied by the applicable number of days in the term above and shall include all applicable surcharges.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities from alternate receipt points in MIDs 8 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, Shipper shall pay the higher of an additional (i) \$0.40/Dth/day charge or (ii) a daily charge per dekatherm equal to the Midpoint price of Platts Gas Daily Panhandle, Tx.-Okla. less Waha for any delivered quantities from alternate receipt points located in MIDs 1 through 7. For any delivered quantities on any day to points not listed in MIDs 1 through 16A, Shipper shall pay an additional \$0.40/Dth/day charge. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use, at the Rate set forth above, (1) any Field Area receipt point located in MIDs 8 through 16A for delivery to Demarc or Demarc Def. - Delivery, or (2) any receipt point located in MIDs 8 through 16A for delivery to any Field Area delivery point not listed located in MIDs 1 through 16A.

<u>Shipper Name:</u>	Eco-Energy Natural Gas, LLC
<u>Contract No.:</u>	141380
<u>Rate Schedule:</u>	TFX
<u>Term of Negotiated Rate:</u>	01/01/2026 through 01/31/2026
<u>Non-conforming Agreement:</u>	No
<u>Winter Quantity Dth/day:</u>	15,000
<u>Summer Quantity Dth/day:</u>	0
<u>Receipt Points:</u>	Oneok Westex Seagraves, All Field Area MID 1 – MID 7 Receipt Points
<u>Delivery Points:</u>	El Paso/NNG Plains 26 Del, Agua Blanca Pecos Co, El Paso/NNG Waha, Oneok Westex Reeves

The daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S \text{ times } P]$ where (D) = the Index price from "Gas Daily" ICE El Paso, Plains Pool; (R) = the Midpoint price from "Gas Daily" Waha; (I) = \$0.05; (F) = 1.0 less the applicable fuel percentage for deliveries to El Paso/NNG Plains 26 Del (POI 2618) from fuel Section 1; (S) = 0.90; and (P) = the actual % of MDQ scheduled on this Agreement. However, when calculating the "Rate," in no event will $[(D \text{ minus } ((R \text{ plus } I) \text{ divided by } F)) \text{ times } S]$ be less than \$0.02. The monthly charge will be the sum of all daily charges from the formula above.

In the event component (D) in the formula above (Index price from "Gas Daily" ICE El Paso, Plains Pool) is not published on a day; Northern and Shipper may mutually agree on a daily price to be used in place of the index associated with (D) above. In the event Northern and Shipper are unable to agree on the daily price, in place of the index associated with (D) above, (D) will be equal to the greater of the Midpoint price of "Gas Daily" El Paso, San Juan; "Gas Daily" ANR, Okla.; or "Gas Daily" Panhandle, Tx.-Okla.

Shipper's charges above shall be reduced, in Northern's sole discretion, for any quantity that is unable to be delivered up to the MDQ. In the event of an outage on Northern's pipeline system that impacts the Shipper's ability to flow the primary receipt and delivery points, Shipper's rate will be reduced to zero for any primary quantity allocated in the Timely cycle or curtailed. Shipper's rate will not be reduced for any quantity that is ultimately rescheduled.

In addition to the above rates, Shipper shall provide any applicable fuel use and unaccounted for.

The Rate set forth above is applicable to the receipt and delivery points (POI) listed. For any delivered quantities on any day from receipt points located in MIDs 8 through 16B, Shipper shall pay an additional \$0.40/Dth/day charge. In addition to the foregoing, for quantities delivered to non-primary delivery points, Shipper shall pay an additional (i) \$0.40/Dth/day charge for deliveries to points located in MIDs 1 through 16B and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Demarc and Waha for any delivered quantities to Demarc or Demarc Deferred Delivery. Notwithstanding the aforementioned, in the event of an outage on Northern's pipeline system that impacts the Shipper's ability to schedule any primary receipt and delivery points, Shipper may use any Field Area receipt point located in MIDs 8 through 16A for delivery to El Paso Plains Del. 26, or any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point not located in MIDs 1 through 16A.

Northern shall have the unilateral right upon providing 48 hours advance written notice (Conversion Notice) to convert the Rate for this entitlement to \$0.75/Dth/day. If Northern provides such notice, Shipper shall have the unilateral right to reduce the MDQ of this Agreement to 50 Dth/day by providing Northern written notice within 6 hours of the Conversion Notice. Any such reduction will be effective at Shipper's election as of the date of Shipper's written notice. Northern and Shipper may agree to realign rather than reduce the MDQ at an agreed upon rate.

If any primary points are realigned, Shipper shall pay an additional \$0.30/Dth/day for the entire contract

MDQ for the remaining term of the Agreement; however, Shipper and Northern may mutually agree to a realignment between points located in MIDs 1 through 7. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.