

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
Letter Order Pursuant to § 375.307
Northern Natural Gas Company
Docket No. RP22-1289-000

October 19, 2022

Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000

Attention: Luis Valdivia, Manager
Rates and Tariffs

Reference: Negotiated Rate Agreements

On September 30, 2022, Northern Natural Gas Company filed tariff records¹ to reflect new negotiated rate agreements with ETC Marketing, Ltd. and Eco-Energy Natural Gas, LLC, an updated negotiated rate agreement with Freepoint Commodities LLC and the removal of an expired negotiated rate agreement with Dooley's Natural Gas, LLC. 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 (2021), the tariff records are accepted, effective October 1, 2022, as requested.

The filing was publicly noticed, with interventions and protests due on or before October 12, 2022. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214 (2021)), 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. Granting a late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

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

¹ See Appendix.

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 (2021).

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

Appendix

Northern Natural Gas Company
Gas Tariffs

Tariff Records Accepted Effective October 1, 2022:

[Sheet No. 66, Negotiated Rates \(24.0.0\)](#)

[Sheet No. 66B.01, Negotiated Rates \(33.0.0\)](#)

[Sheet No. 66B.02, Negotiated Rates \(11.0.0\)](#)

[Sheet No. 66B.26a, Negotiated Rates \(28.0.0\)](#)

[Sheet No. 66B.28, Negotiated Rates \(25.0.0\)](#)

[Sheet No. 66B.29, Negotiated Rates \(28.0.0\)](#)

[Sheet No. 66B.30, Negotiated Rates \(17.0.0\)](#)

[Sheet No. 66B.31, Negotiated Rates \(20.0.0\)](#)

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

STATEMENT OF NEGOTIATED RATES 1/

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
Cargill, Incorporated Contract 124467	TFX	144/		15,000	NBPL/NNG Ventura	Fort Dodge West Zone ABC - MidAmerican for ultimate redelivery to Fort Dodge West
Interstate Power and Light Company Contract 125799	TFX	154/		430	All Market Area Receipt Points	Zone ABC-Interstate Power and Light for ultimate redelivery to Albert City IA #1 or Sibley IA #1 Albert City IA #1 Sibley IA #1
CF Industries Nitrogen, LLC Contract 126385	TFX	155/		88,000	All Market Area Receipt Points	CF Industries Port Neal 2
Midwest Natural Gas, Inc. Contract 127848	TFX	156/		1,422	All Market Area Receipt Points	All Market Area Delivery Points
Dooley's Natural Gas II, LLC Contract 127785	TFX	158/		3,000	All Market Area Receipt Points	All Market Area Delivery Points
Dooley's Natural Gas II, LLC Contract 127787	TFX	159/		1,900	All Market Area Receipt Points	All Market Area Delivery Points
Valent Biosciences LLC Contract 127771	TFX	160/		800	All Market Area Receipt Points	Zone ABC-Osage for redelivery to Osage IA #1 Osage IA #1 Ogden Def. Delivery
Grain Millers, Inc. Contract 127718	TFX	163/		250	All Market Area Receipt Points	St Ansgar IA #1 Zone ABC-Black Hills And Ogden Def. Delivery for redelivery to St Ansgar IA #1
Interstate Power and Light Company Contract 128848	TFX	177/		2,000	All Market Area Receipt Points	All Market Area Delivery Points
MidAmerican Energy Company Contract 116047	TFX	178/		34,950	All Market Area Receipt Points	All Market Area Delivery Points
Rock Rapids Municipal Utilities Contract 128843	TFX	179/		200	All Market Area Receipt Points	All Market Area Delivery Points

STATEMENT OF NEGOTIATED RATES 1/

<u>Shipper Name</u>	<u>Rate Schedule</u>	<u>Negotiated Rate</u>	<u>Other Charges</u>	<u>Volume</u>	<u>Receipt Point(s)</u>	<u>Delivery Point(s)</u>
Midwest Natural Gas, Inc. Contract 137389	TFX	338/		1,354	All Market Area Receipt Points	All Market Area Delivery Points
MidAmerican Energy Company Contract 138528	TFX	339/		978	All Market Area Receipt Points	All Market Area Delivery Points
Sequent Energy Management LLC Contract 138871	TFX	340/		5,000	Brownfield Pool	NNG Demarcation Demarc Def. Delivery
ETC Marketing, Ltd. Contract 138872	TFX	341/		10,700	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
Macquarie Energy LLC Contract 138870	TFX	343/		10,000	Brownfield Pool	NNG Demarcation Demarc Def. Delivery
Freepoint Commodities LLC Contract 139181	TFX	344/		63,745	Pampa Pool All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Pampa Pool Demarc Def. Delivery
Targa Gas Marketing LLC Contract 132908	TFX	348/		50,000	Oasis/NNG Waha All Field Area MID 1 - MID 7 Receipt Points	NNG Demarcation Demarc Def. Delivery
EDF Trading North America, LLC Contract 139771	TFX	349/		50,000	NBPL/NNG Ventura Ventura Pool Grundy Center	ANR/NNG Janesville
ETC Marketing, Ltd. Contract 140592	TFX	350/		42,910	Oasis/NNG Waha Brownfield Pool All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool
ETC Marketing, Ltd. Contract 140593	TFX	351/		379,683	ANR Greensburg Def Delivery Brownfield Pool Cheyenne Plains Def Delivery CIG Dumas Def Delivery CIG Garden City Def Delivery Oasis Waha Def Delivery Palo Duro Pampa Def Delivery PEPL Mullinville Def Delivery TIGT Tescott Def Delivery	ANR Greensburg Def Delivery Cheyenne Plains Def Delivery CIG Dumas Def Delivery CIG Garden City Def Delivery NNG Demarcation Oasis Waha Def Delivery Palo Duro Pampa Def Delivery PEPL Mullinville Def Delivery TIGT Tescott Def Delivery Demarc Def. Delivery
Eco-Energy Natural Gas, LLC Contract 140595	TFX	352/		22,950	Oneok Westex Seagraves Brownfield Pool All Field Area MID 1 - MID 7 Receipt Points	Brownfield Pool
Eco-Energy Natural Gas, LLC Contract 140596	TFX	353/		112,815	ANR Greensburg Def Delivery Brownfield Pool Cheyenne Plains Def Delivery CIG Dumas Def Delivery PEPL Mullinville Def Delivery	ANR Greensburg Def Delivery Cheyenne Plains Def Delivery CIG Dumas Def Delivery NNG Demarcation PEPL Mullinville Def Delivery Demarc Def. Delivery

- 1/ Unless otherwise noted, negotiated Service Agreements do not deviate in any material respect from the applicable form of service agreement set forth in Northern's FERC Gas Tariff.
- 3/ The rate stated in the Negotiated Rate column is exclusive of all surcharges.
- 11/ As noted on Tariff Sheet Nos. 80, 80A or 80B this contract is also a non-conforming agreement.
- 144/ For the period 11/01/2020 through 7/31/2023, Shipper shall pay a negotiated reservation rate equal to \$0.3330/Dth/day multiplied by the MDQ 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 (this rate includes the applicable Annual Charge Adjustment and electric compression charges), (ii) provide any applicable fuel use and unaccounted for, and (iii) pay all FERC-approved surcharges applicable to the service provided hereunder.

The rate set forth above is applicable to (i) NBPL/NNG Ventura receipt point on a primary basis and all other Market Area receipt points on an alternate basis, (ii) the Fort Dodge West TBS (POI 79112) on a primary basis, (iii) Zone ABC-MidAmerican delivery point (POI 3077) for the ultimate redelivery to the Fort Dodge West TBS on a primary basis, (iv) delivery points at which Shipper owns and operates a plant(s) downstream on an alternate basis, and (v) Ogden Def. Delivery (POI 98) on an alternate basis. If any other receipt or delivery points are used, Shipper shall pay the higher of the negotiated rate or the annual average of the applicable maximum rates for the entire month that any points not identified are used on the quantity equating to the sum of the highest daily quantities received or delivered at such points during the month.

- 154/ For the period 12/01/2014 through 10/31/2024, Shipper shall pay a negotiated reservation rate equal to \$0.60/Dth/day multiplied by the MDQ multiplied by 30.4 (Negotiated Reservation Rate). In addition, Shipper shall pay a commodity rate equal to the maximum rate set forth in Northern's FERC Gas Tariff, as revised from time to time.

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

The Negotiated Reservation Rate is applicable to the receipt and (or) delivery points (POI) listed. If the negotiated reservation rate is lower than the maximum reservation rate in Northern's FERC Gas Tariff, Shipper agrees if any points not listed are used on either a primary or alternate basis, including use by any shipper acquiring the capacity through capacity release, the Negotiated Reservation Rate will not be applicable and Northern's maximum tariff rates will apply to the entire contract MDQ for the month that any points not listed are used.

In addition to the above rates, Shipper shall pay all current and future applicable reservation and commodity surcharges.

344/ For the period 10/1/2022 through 10/31/2022, 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 Midpoint price from Platts "Gas Daily" Northern, demarc; (R) = the Midpoint price from Platts "Gas Daily" Waha; (I) = \$0.04; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI 37654) (Demarc) from Fuel Section 1; (S) = 0.9; and (P) = the actual % of MDQ scheduled on this Agreement, excluding any deliveries to the Pampa Pooling Point that are ultimately redelivered to Demarc 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 \$0.05. The monthly charge will be the sum of all daily charges from the formula above.

Northern shall have the unilateral right upon providing 48 hours advance written notice to convert (Conversion Notice) this entitlement to maximum tariff rates. 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.

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 on any day from receipt points not listed 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 16A, except quantities may be delivered to the Pampa Pooling Point at the Rate set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement. 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 16A; and (ii) charge equal to the higher of Northern's maximum tariff rate or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. 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, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (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 1 through 7 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 16B provided the MDQ at MID 16B does not exceed 31,600 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

349/ For the period 04/01/2022 through 10/31/2022, the total daily charge for the Contract MDQ shall be the MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } S \text{ times } V]$ where (D) = the Midpoint price from "Gas Daily" Chicago Citygate less \$0.01; (R) = the Midpoint price from "Gas Daily" Northern, Ventura; (F) = 1.0 less the applicable Section 3 Market Area fuel percentage for deliveries to ANR/NNG Janesville (POI 180); (S) = 0.9; and (V) = the actual % of MDQ scheduled on this contract. However, in no event will $[(D \text{ minus } (R \text{ divided by } F))]$ be less than \$0.01. The monthly charge will be the sum of all daily Rates.

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. Shipper agrees that if any Market Area receipt or delivery points not listed are used either on a primary or alternate basis, Shipper shall pay the Rate set forth above plus \$0.25/Dth for each day for any quantity received or delivered at any point not listed.

350/ For the period 10/01/2022 through 10/31/2022, the daily charge for the Contract MDQ shall be the Contract MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } C \text{ times } S]$ where (D) = the Midpoint price from "Gas Daily" Northern, demarc; (R) = the Midpoint price from "Gas Daily" Waha; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI #37654) from fuel Section 1; (C) = 0.0998289 and (S) = 0.971. However, when calculating the "Rate," in no event will $[(D \text{ minus } (R \text{ divided by } F))]$ be less than zero. The monthly charge will be the sum of all daily charges from the formula above.

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 on any day from receipt points not listed 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 16A; and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-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, at the Rate set forth above, any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point located in MIDs 1 through 7 during the outage.

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.

351/ For the period 10/01/2022 through 10/31/2022, the daily charge for the Contract MDQ shall be the Contract MDQ multiplied by the "Rate." The "Rate" is the arithmetic value obtained from the formula $[(D \text{ minus } (R \text{ divided by } F)) \text{ times } C \text{ times } S]$ where (D) = the Midpoint price from "Gas Daily" Northern, demarc; (R) = the Midpoint price from "Gas Daily" Waha; (F) = 1.0 less the applicable fuel percentage for deliveries to NNG Field MKT Demarcation - 16B (POI #37654) from fuel Section 1; (C) = 0.0998289 and (S) = 0.971. However, when calculating the "Rate," in no event will $[(D \text{ minus } (R \text{ divided by } F))]$ be less than zero. The monthly charge will be the sum of all daily charges from the formula above.

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 on any day from receipt points not listed located in MIDs 1 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 except quantities may be delivered to the Brownfield Pooling Point at the rates set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. 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 rates set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (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 1 through 7 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 16B provided the MDQ at MID 16B does not exceed 42,187 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.

352/ For the period 10/01/2022 through 10/31/2022, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.1994/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges. Northern will allocate the Rate by charging the commodity rate, all applicable surcharges, and the balance charged as a reservation rate.

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 on any day from receipt points not listed 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 16A; and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-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, at the Rate set forth above, any receipt point located in MIDs 1 through 7 for delivery to any Field Area delivery point located in MIDs 1 through 7 during the outage.

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.

353/ For the period 10/01/2022 through 10/31/2022, the Total Monthly Charge for the Contract MDQ shall be the MDQ multiplied by \$0.1994/Dth (Rate) multiplied by the applicable number of days in the month and shall include all applicable surcharges. Northern will allocate the Rate by charging the commodity rate, all applicable surcharges, and the balance charged as a reservation rate.

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.

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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 not listed located in MIDs 1 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 except quantities may be delivered to the Brownfield Pooling Point at the rates set forth above provided the quantities are ultimately redelivered to Demarc on this Agreement; and (ii) charge equal to the higher of \$0.40/Dth/day or the Platts "Gas Daily" spread between Midpoints for Northern, demarc and Waha, for any delivered quantities to Demarc or Demarc Def.-Delivery that in aggregate exceed the MDQ at Demarc. 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 rates set forth above, any quantity that does not exceed the Demarc MDQ less any quantities delivered to Demarc or Demarc Def.-Delivery for either (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 1 through 7 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 16B provided the MDQ at MID 16B does not exceed 22,563 Dth/day. Notwithstanding the aforementioned, the rate for such agreed upon realignment will be the Rate set forth above.