



**Piedmont
Natural Gas
Company**

Post Office Box 33068
Charlotte North Carolina 28233

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January 26, 2006

The Honorable Ron Jones - Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re ~~Docket~~ 04-00174

Dear Chairman Jones

06-00028

Enclosed for filing are 14 copies of an amendment to the Gas Redelivery Agreement between Visteon Corporation and Piedmont Natural Gas Company approved by the Authority on February 28, 2005 in the above captioned docket. Under the terms of the approved agreement, Piedmont agreed to transport natural gas, through its Nashville Gas Company delivery system, for Visteon at a negotiated rate until April 1, 2008, unless otherwise extended or terminated.

The amendment provides for the assignment of the agreement to Ford Motor Company, and also provides that Visteon will remain secondarily liable for amounts owed under the contract. The amendment does not change the negotiated transportation rate approved by the Authority in the above-captioned docket.

The Authority is requested to approve the amendment and to grant any waivers that may be required to permit the enclosed amendment to become effective on or before February 28, 2006.

We appreciate your assistance in this matter.

Sincerely,

Bill R. Morris
Director - Financial Planning & Rates

cc Russell Perkins - Deputy Attorney General

Enclosures



Joseph Bleau
Buyer

Visteon Corporation
45000 Helm Street
Plymouth MI 48170

January 6, 2006

Nashville Gas Company
Stephanie Elder
665 Mainstream Drive
Nashville, TN 37228

Re Assignment of Gas Supply Agreement to Ford Motor Company

Dear Stephanie Elder,

Visteon Corporation (VISTEON"), a Delaware corporation, purchases natural gas and/or related services from your company pursuant to one or more agreements, each as identified on Exhibit (1) to this letter (the, "Agreement(s)")

Earlier this year, VISTEON entered into a Contribution Agreement with Automotive Components Holdings, Inc ('ACH"), pursuant to which VISTEON contributed certain of its assets (the Contributed Assets') to ACH's operating subsidiary, Automotive Components Holdings, LLC ('ACH LLC"), including those facilities associated with the Agreement(s). Simultaneously with the Contribution Agreement, VISTEON entered into an agreement with Ford Motor Company ("FORD") pursuant to which FORD acquired full control of ACH and ACH LLC

In order to further implement the above mentioned transaction, FORD has agreed directly to assume certain benefits and obligations under the Agreement(s) on and after the effective date stated below. In order to effect this transfer of benefits and obligations, VISTEON would like to receive your written acknowledgment of such transfer. Accordingly, VISTEON hereby requests that you consent to the assignment of the Agreement(s) by VISTEON to FORD, effective as of the effective date stated below, and further requests that if such assignment constitutes or would constitute a default under the Agreement(s), you waive such default and any requirements of the Agreement(s) which would prohibit or affect in any manner the assignment of the Agreement(s) as described above. If necessary under the terms of the Agreement(s), this letter shall constitute an amendment to the Agreement(s) insofar as such an amendment may be required to effectuate the foregoing

The Assignment of the Agreement(s) to FORD will be effective starting the next consumption/billing period that commences on or after February 1, 2006 but no later than February 27, 2006

Upon the assignment of the Agreement(s) by VISTEON to FORD, FORD shall be entitled to all of the benefits under the Agreement(s) and shall assume full responsibility for performing all of the obligations that arise out of events occurring after the effective date of the assignment. Visteon will remain liable for all obligations under the Agreement(s) that arose prior to the assignment.

Total Utility Management Services, LLC, of Houston, Texas has been retained by FORD as its agent under the Agreement(s) for purposes of monthly invoicing, natural gas notices, natural gas balancing and natural gas nominations under the Agreement(s). On and after the effective date of the assignment of the Agreement(s), any notices to FORD relating to these matters should be sent to

Brandon Hayes
Total Utility Management Services, LLC
9821 Katy Freeway, Suite 450
Houston, Texas 77024
713-800-6000 (office)
713-800-6008 (fax)
bhayes@tumsllc.com

On and after the effective date of the assignment of the Agreement(s), all other notices to FORD under or relating to the Agreement(s) should be sent to

George Andraos
Director, Energy Efficiency and Supply
Ford Land
550 Town Center
Dearborn, Michigan 48126
Tel – 313-390-3423
gandraos@ford.com

Please acknowledge your consent to the above described assignment by (i) having a duly authorized representative affix his or her signature and title in the space indicated, (ii) sending a facsimile copy of the executed document to my attention at (734) 416-6772, and (iii) returning the executed letter to my attention at the address indicated above by first class mail using the enclosed self-addressed stamped envelope.

Both FORD and VISTEON would appreciate your prompt attention to this matter and would like to receive your acknowledgement no later than January 13, 2006. If you have any questions regarding this request, please call me at (734) 416-7296

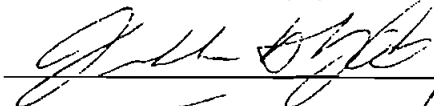
Sincerely,



Joseph Bleau
Buyer
Visteon Corporation

AGREED TO AND ACCEPTED

NASHVILLE GAS COMPANY

By 

Printed Name Franklin H. Galt

Title Senior Vice President - Commercial

Date 1-27-06 *Operations*

Approved as to form
MCR MCR
Legal Department

AGREED TO AND ACCEPTED

Ford Motor Company



By George Andraos

Title Director of Energy Efficiency and Supply, Ford Land

Date 1-6-06

EXHIBIT 1

Gas Redelivery Agreement dated March 1, 1993, between Nashville Gas and Ford, and any amendments or assignments thereto, including but not limited to account number 8001110404001 located at

7200 Centennial Blvd , Nashville, Tennessee