

August 22, 2016

**Via E-filing**

Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
400 North Street  
2<sup>nd</sup> Floor, Room N-201  
Harrisburg, PA 17120

**RE: Docket No. 2016-2549989 (Natural Gas Supplier License Application of  
nTherm, LLC)**

Dear Sir or Madam:

This firm represents nTherm, LLC. On June 9, 2016, nTherm, LLC e-filed its application for a natural gas supplier license via e-filing, Docket No. 2016-2549989. By letter dated June 23, 2016, the Pennsylvania Public Utility Commission requested additional information. In addition, nTherm, LLC desires to make revisions to its application. Accordingly, nTherm, LLC hereby submits the following in response to the items requested in the June 23<sup>rd</sup> letter:

1. Section 3.a – Affiliates and Predecessors - We have enclosed an updated application page.
2. Section 4.d – Service Area – nTherm, LLC only intends to operate with Columbia Gas of PA. We have enclosed an updated application page and the bonding letter from Columbia.
3. Section 7.a – Financial Fitness – We have enclosed an updated application page and we have enclosed the bonding letter from Columbia as a revised Attachment 7(a).
4. Section 7.b – Financial Fitness – We have enclosed an updated application page and a revised Attachment 7(b)(i) by separate letter on a confidential basis, which consists of three months of bank statements.
5. Section 8.a – Experience, Plan, Structure – We have enclosed a revised Attachment 8(a).

6. Attachment 6.a and 6.b – We have enclosed a proof of service upon statutory agencies of the above updates as well as proof of service of the entire application upon Columbia Gas of PA, Inc.
7. Attachment 9 – We have enclosed a copy of the revised disclosure statement that we submitted to James Farley at the Pennsylvania PUC by email on August 9, 2016.

In addition, enclosed please find a verification of nTherm's responses per 52 Pa Code §1.36, a certificate of service on the requisite Pennsylvania agencies and a certificate of service on Columbia Gas of PA, Inc.

The June 23<sup>rd</sup> letter from the PUC to nTherm did not include the suite number in the address, so nTherm did not receive it. Any correspondence addressed to nTherm should be sent to: 3773 Cherry Creek North Drive, Suite 575, Denver, CO 80209.

Please contact me at (303) 376-4467 or email me at [Aseneshen@wsmtlaw.com](mailto:Aseneshen@wsmtlaw.com) with any questions. Thank you very much for your assistance in this matter.

Very truly yours,



Amy E. Seneshen

encl.

**VERIFICATION PER 52 PA CODE §1.36**

I, Rhett Shumway, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

N THERM, LLC

By: 

Rhett Shumway, CEO

## CERTIFICATE OF SERVICE

On the 22nd day of August, 2016, I certify that a true and correct copy of the revisions to the nTherm, LLC application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all revisions to any NON-CONFIDENTIAL attachments have been served, as either a hard copy or a searchable PDF version on a cd-rom, upon the following:

Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

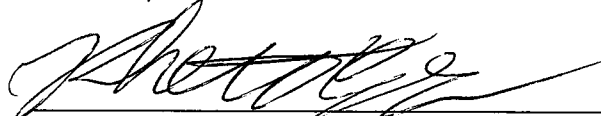
Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of the Small Business Advocate  
Commerce Building, Suite 202  
300 North Second Street  
Harrisburg, PA 17101

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Harrisburg, PA 17128-0946

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

nTherm, LLC

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

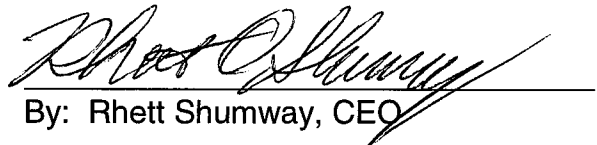
By: Rhett Shumway, CEO

## CERTIFICATE OF SERVICE

On the 22nd day of August, 2016, I certify that a true and correct copy of the application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all NON-CONFIDENTIAL attachments have been served, as either a hard copy or a searchable PDF version on a cd-rom, upon the following:

Columbia Gas of PA, Inc.  
Thomas C. Heckathorn  
200 Civic Center Drive  
Columbus, OH 43215  
PH: 614.460.4996  
FAX: 614.460.6442  
[theckathorn@nisource.com](mailto:theckathorn@nisource.com)

nTherm, LLC



By: Rhett Shumway, CEO

- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- \* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

**OR**

The Applicant is a:

- domestic corporation (15 Pa. C.S. §1308)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

See **Attachment 2.**

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

nTherm, LLC was formed in Delaware. **See Attachment 2.**

- Give name and address of officers.

The officers of nTherm, LLC are:

CEO: Rhett Shumway, 3773 Cherry Creek North Drive, Suite 575, Denver, CO 80209

COO: Mike Gregory, 3773 Cherry Creek North Drive, Suite 575, Denver, CO 80209

CMO: Karen Simpson, 3773 Cherry Creek North Drive, Suite 575, Denver, CO 80209

CFO/CIO: David Vastine, 3773 Cherry Creek North Drive, Suite 575, Denver, CO 80209

### **3. AFFILIATES AND PREDECESSORS**

*(both in state and out of state)*

- a. AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

nTherm, LLC does not have any in state or out of state affiliates doing business. nTherm, LLC does not have any affiliates currently applying to do business in Pennsylvania.

- b. PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

nTherm, LLC does not have any predecessors that have done business.

## 4. OPERATIONS

### a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

#### Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of a natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

The Applicant is presently doing business in Pennsylvania as a

- natural gas interstate pipeline
- municipality providing service outside its municipal limits
- local gas distribution company
- retail supplier of natural gas services in the Commonwealth
- a natural gas producer
- a broker/marketer engaged in the business of supplying natural gas services
- Other. (Identify the nature of service being rendered)

**or**

X The Applicant is not presently doing business in Pennsylvania.

### b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- X Supplier or Aggregator of natural gas services
- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
  - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

### c. **PROPOSED SERVICES:** Describe in detail the natural gas supply services which the Applicant proposes to offer.

nTherm, LLC is a retail natural gas supplier focused on serving a broad base of customers from residential to commercial and industrial end users. nTherm's staff is responsible for the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.

### d. **PROPOSED SERVICE AREA:** Check the box of each Natural Gas Distribution Company for which the Applicant proposes to provide service.

- |   |   |
|---|---|
| X Columbia  | <input type="checkbox"/> Philadelphia Gas Works |
| <input type="checkbox"/> National Fuel Gas            | <input type="checkbox"/> UGI Central Penn       |
| <input type="checkbox"/> PECO                         | <input type="checkbox"/> UGI Penn natural       |
| <input type="checkbox"/> Peoples Gas – Equitable Div. | <input type="checkbox"/> UGI Utilities          |
| <input type="checkbox"/> Peoples Natural Gas          | <input type="checkbox"/> Valley Energy          |
| <input type="checkbox"/> Peoples TWP                  | <input type="checkbox"/> All of the above       |

<p><b>UGI Central Penn</b>  David Lahoff  2525 N. 12<sup>th</sup> Street, Suite 360  Reading, PA 19612-2677  PH: 610.796.3520  Email: <a href="mailto:dlahoff@ugi.com">dlahoff@ugi.com</a></p>	<p><b>UGI</b>  David Lahoff  2525 N. 12<sup>th</sup> Street, Suite 360  Reading, PA 19612-2677  PH: 610.796.3520  Email: <a href="mailto:dlahoff@ugi.com">dlahoff@ugi.com</a></p>
<p><b>Valley Energy Inc.</b>  Robert Crocker  523 South Keystone Avenue  Sayre, PA 18840-0340  PH: 570.888-9664  FAX: 570.888.6199  email: <a href="mailto:bobc@ctenterprises.org">bobc@ctenterprises.org</a></p>	<p><b>UGI Penn Natural</b>  David Lahoff  2525 N. 12<sup>th</sup> Street, Suite 360  Reading, PA 19612-2677  PH: 610.796.3520  Email: <a href="mailto:dlahoff@ugi.com">dlahoff@ugi.com</a></p>

## **7. FINANCIAL FITNESS**

- a. BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require.

See **Attachment 7(a)**, which is a letter from Columbia Gas of Pennsylvania stating that a deposit from nTherm, LLC in the amount of \$5,000 was required and that such deposit has been received.

- b. FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.

See **Attachment 7(b)** for organizational chart.

- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)

See **Attachment 7(b)** for Dun & Bradstreet report

- Applicant's accounting statements, including balance sheet and income statements for the past two years.

See **Attachment 7(b)** for balance sheet submitted on confidential basis.

- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.

See **Attachment 7(b)** for Dun & Bradstreet report

- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.



**Attachment 7.a**

**BONDING**

See attached letter from Columbia.

June 30, 2016

Rhett Shumway  
nTherm, LLC  
3773 Cherry Creek North Dr Suite 575  
Denver, CO 80209

Dear Rhett Shumway:

We are pleased that nTherm, LLC is providing Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, nTherm, LLC is required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined that nTherm, LLC has satisfied this bonding and other financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers. This was conditioned on the receipt of a deposit from nTherm, LLC in the amount of \$5,000. We are acknowledging receipt of such deposit, and through this letter, Columbia Gas is notifying nTherm, LLC that it currently meets Columbia Gas' bonding or other financial security instrument requirement under paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas.

If the creditworthiness circumstances or Columbia Gas' exposure to nTherm, LLC change in the future, Columbia Gas might deem it appropriate to require nTherm, LLC to increase the deposit or provide a bond or other financial security instrument.

In the meantime, please feel free to contact me at 614-460-6841 if you have any questions now or in the future regarding the bond or other financial security instrument requirements of Columbia Gas.

Sincerely,



Michele Caddell  
Manager of Choice and Nominations

- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

nTherm, LLC does not have audited financial statements but see **Attachment 7(b)(i)** submitted on a confidential basis for bank statements from last 3 months.

- c. SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

See **Attachment 7(c)** submitted on confidential basis.

- d. BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

N/A

- e. ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

David Vastine, CFO/CIO  
 3773 Cherry Creek North Dr., Suite 575  
 Denver, CO 80209  
 Tel: (303) 641-7014  
 Fax: (303) 845-9609  
 Email: dvastine@ntherm.com

- f. TAXATION:** Complete the **TAX CERTIFICATION STATEMENT** attached as Appendix D to this application.

See **Attachment 7(c)** submitted on confidential basis.

*All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.*

*Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.*

## **8. TECHNICAL FITNESS:**

To ensure that the present quality and availability of service provided by natural gas distribution companies does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

- a. EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the natural gas industry.
- Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.

## Attachment 8.a

### EXPERIENCE, PLAN, STRUCTURE

#### **Previous Experience in the Natural Gas Industry**

NTherm, LLC was formed by the founding members of Asgard Energy LLC, which began operation in May 2007 and was successfully sold to CenterPoint Energy in October 2011. Asgard Energy LLC supplied approximately 14,000 commercial, industrial and residential end users across 5 states (CO, KS NE, WY, WV) in both Choice and more traditional Transportation markets during that time. Asgard's annual load was approximately 12BCF and our customers included Wal-Mart, The City and County of Denver, Safeway and Hospital Corporation of America just to name a few. NTherm, LLC was formed in October 2015 by a select group of industry veterans with extensive experience in the Natural Gas Markets. (See Exhibit 8.e)

#### **Summary and Proof of Licenses as a Supplier of Natural Gas Services in Other States or Jurisdictions**

NTherm, LLC currently sells natural gas in Colorado, Oklahoma and Kansas and are qualified to do business in those states. The PUC in these states does not provide a license for natural gas suppliers.

NTherm, LLC is also licensed as a natural gas supplier in Ohio. A copy of the license is attached.

#### **Type of customers and number of customers Applicant currently serves in other jurisdictions.**

NTherm currently serves 132 heavy industrial and commercial customers. This accounts for almost 4 BCF being delivered across Colorado, Oklahoma and Kansas. Current customers include Cargill, Johns Manville and the Denver Broncos.

#### **Staffing structure and numbers as well as employee training commitments.**

NTherm is committed to providing the best service possible by recruiting and maintaining sufficient customer service, operations, sales, and support staff necessary to sustain and grow our business.

NTherm's corporate training program includes but is not limited to: knowledge of products and services; knowledge of rates, payment options and the customers' right to cancel; and the ability to provide the customer with a toll-free number from which the customer may obtain information about our mechanisms for handling billing questions, disputes, and complaints.

#### **Business plans for operations within the Commonwealth.**

NTherm will enter the different utility territories in Pennsylvania as utility acceptance and connectivity testing is completed. We plan to serve all classes of customer in the Commonwealth of Pennsylvania with a variety of competitive products.

# The Public Utilities Commission of Ohio

## Ohio Competitive Retail Natural Gas Marketer Certificate

Issued pursuant to Case Number(s):  
**16-1494-GA-CRS**

is  
Ohio Competitive Retail Natural Gas Aggregator/Broker Certificate Number:  
**16-534G(1)**

Granted to:  
**nTherm, LLC.**

Whose office or principal place of business is located at:  
**3773 Cherry Creek North Drive, Suite 575, Denver, CO 80209**

And is hereby certified to provide:  
**Retail Natural Gas Marketer Services**

within the state of Ohio, for a two-year period.


Certification Effective:  
**July 30, 2016 through July 30, 2018**

The certification of Ohio competitive retail natural gas marketers is governed by Chapter 4901:1-27 of the Ohio Administrative Code and section 4929.20 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) as well as those under law, are not met.

Certified entity is subject to all rules and regulations of the commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio  
Dated: **August 1, 2016**

By Order of  
The Public Utilities Commission of Ohio  
  
Barcy F. McNeal, Secretary  
Tanowa M. Troupe, Acting Secretary  
Felecia D. Burdett, Acting Secretary

**Attachment 9**

**DISCLOSURE STATEMENT**

See attached.

## nTherm, LLC Disclosure Statement For Natural Gas Supply

This is an agreement for natural gas services between nTherm, LLC (“nTherm”) and [insert customer’s name and address].

### Background

We at nTherm are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is \_\_\_\_\_.

- We set the prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services.
- Right of Rescission – You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

### Definitions

- Commodity Charges – The charges for the natural gas product which is sold either in cubic feet or decatherms.

### Terms of Service

1. **Basic Service Prices** – nTherm offers a fixed price or a variable price agreement.

Fixed Price: For customers opting for a fixed price, nTherm will charge \_\_\_\_ per Mcf for the commodity of natural gas. This price includes estimated total state taxes but excludes Pennsylvania sales tax, if applicable.

Variable Price: For customers opting for a variable price, nTherm will charge \$\_\_\_\_ per Mcf for the first month of service. The price for the variable price plan may fluctuate and is subject to change at the sole discretion of nTherm, based upon the fluctuation of wholesale natural gas prices or other inputs to wholesale gas prices. This price includes estimated total state taxes but excludes Pennsylvania sales tax, if applicable. Our current prices may be found at [www.nTherm.com](http://www.nTherm.com) or by calling nTherm Customer Care at 1-888-865-3402.

2. **Length of Agreement; Automatic Renewal** –

Fixed Price Agreement: You will buy your natural gas service from nTherm beginning on a date set by your natural gas distribution company (“NGDC”) and will continue for \_\_\_\_ months.

Variable Price Agreement: You will buy your natural gas service from nTherm beginning on the date set by your NGDC and will continue for \_\_\_\_ months.

Automatic Renewal: Unless you or nTherm terminates this agreement as described herein, upon the expiration of this agreement, the agreement will renew automatically on the same terms and conditions on a month-to-month basis.

3. **Penalties Fees & Exceptions** – nTherm does not charge a switching fee under this agreement. An early termination fee of \$\_\_\_\_\_ per month for each month remaining on the term of the agreement shall apply if you terminate prior to the end of your contract term. If you do not pay your bills on time, a late payment of 1.5% per month on all unpaid balances may apply.
  
4. **Cancellation Provisions** – You can cancel this agreement by providing at least 60 days advance notice in writing of such cancellation to nTherm or your NGDC at the address below. The agreement will be cancelled as of the 1<sup>st</sup> day of the calendar month following such 60 day period. nTherm can cancel this agreement by providing written notice to you at the address provided to nTherm by the NGDC. The following provisions shall apply in the event of cancellation of the agreement:
  - a. **Non-Payment:** If your natural gas service is terminated by your NGDC, then this agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid up to the date of termination.
  
  - b. **nTherm-Initiated Cancellation:** If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
  
  - c. **Customer-Initiated Cancellation:** If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above.
  
  - d. **Customer Move:** When a customer moves from one location to another, even if the move is within an NGDC's service territory, the agreement is cancelled, regardless of whether the customer provides notice or not.
  
5. **Renewal Provision** – Your renewal information and options will be provided in the two renewal notices that are described under Section 6 below.
  
6. **Agreement Expiration/Changes in Terms** – If you are on a fixed term agreement with us, and it is approaching its expiration date, we will send you advance written notices at about 90 days and 60 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will



send you advance written notices at about 90 and 60 days before the effective date of the change. If we are billing you directly for services, then we will provide the notices as a bill message, bill insert or in a separate mailing. If your NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notices. With respect to an automatic renewal, in the event that you do not respond to our notice, a fixed term agreement may be subject to revised terms and conditions that we provide you but in such case, there shall be no cancellation penalties and you shall be allowed to cancel at any time for any reason.

7. **Dispute Procedures & Contact Information** – Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.
8. **Eligibility** – By entering into this Agreement, you are (a) Representing that the account(s) served by nTherm are residential or commercial in nature in the NGDC territory consuming less than 20,000 Therms in the previous 12 months; (b) You are the person who is eligible and authorized to enroll the account(s); and (c) You are not an existing nTherm natural gas customer. nTherm reserves the right, at any time, to refuse enrollment or to terminate service to your premise(s) for reasons not otherwise prohibited by law if those premises do not meet the preceding criteria.
9. **Universal Service Program** – Your NGDC has programs available to assist customers who are on a limited or fixed income who need help paying utility bills. Some of these programs could include bill payment assistance and/or weatherization services. Information can be obtained by contacting your NGDC at the information below.
10. **Force Majeure**. nTherm will make commercially reasonable efforts to provide natural gas hereunder but nTherm does not guarantee a continuous supply of natural gas to you. Certain causes and events out of the control of nTherm (“**Force Majeure Events**”) may result in interruptions in service. nTherm will not be liable for any such interruptions caused by a Force Majeure Event, and nTherm is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond nTherm’s control.
11. **Liability**. The remedy in any claim or suit by you against nTherm will be solely limited to direct actual damages (which will not exceed the amount of your single

largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either nTherm or you be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of liability or damages. There are no third party beneficiaries to this Agreement.

**12. Contact Information:**

Supplier Name: nTherm, LLC

Address: 3773 Cherry Creek North Drive, Suite 575, Denver CO 80209

Phone Number: 1-888-865-3402

Internet Address: [www.ntherm.com](http://www.ntherm.com)

Natural Gas Distribution Company Name: Columbia Gas of PA, Inc.

Address: 121 Champion Way, Suite 100, Canonsburg, PA 15317

Phone Number: 1-888-460-4332

Internet Address: [www.columbiagaspa.com](http://www.columbiagaspa.com)

Public Utility Commission (PUC)

P.O. Box 3265

Harrisburg, PA 17105-3265

Choice Hotline Number: 1-800-692-7380