

SALES CONFIRMATION
Texas
Fixed Price RTC

This Sales Confirmation is entered on 5/14/2021 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **Livanova Usa, Inc.** ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated **12/19/2016** by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date are: i) executing an agreement with ENGIE for new terms and conditions of service or ii) transferring to another competitive supplier. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE. Taxes and Utility Related Charges are not included and are separately listed in an invoice.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent a charge is separately listed as an obligation in this Sales Confirmation, the Contract Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, and losses incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

Hub to Load Zone Congestion Included. The Contract Price for this product includes the congestion cost for the delivery of electricity from the ERCOT Hub to the Competitive Load Zone in which Customer's facility(ies) are located.

ERCOT's Contingency Reserve Service. The Contract Price does not include costs associated with ERCOT's Contingency Reserve Service (ECRS) as implemented by NPRR No. 863 on February 13, 2019. When effective, such costs will be charged to Customer.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Material Change in Monthly Anticipated Consumption: In the event Customer's consumption of electricity at the Facilities/Accounts identified in Attachment A in a particular congestion zone increases or decreases in any month by twenty-five (25%) percent or more from the applicable Monthly Anticipated Consumption, ENGIE may invoke in any subsequent month (and if invoked, then for every month thereafter) a settlement of such usage outside the 25% threshold, through (i) a charge to Customer for usage in excess of 25% above the Monthly Anticipated Consumption at an amount equal to the product of the excess energy consumption and the positive difference, if any, between the Spot Energy Price and the Contract Price; provided, however, that if the Spot Energy Price is less than the Contract Price, ENGIE will credit Customer with the product of the excess energy consumption and the difference between the Contract Price and the Spot Energy Price, or (ii) a charge to Customer for consumption less than 25% below the applicable Monthly Anticipated Consumption, at an amount equal to product of the energy consumption shortage and the positive difference, if any, between the Contract Price and the Spot Energy Price; provided, however, if the Spot Energy Price is greater than the Contract Price, ENGIE will credit Customer with the product of the energy consumption shortage and the positive difference between the Spot Energy Price and the Contract Price. Customer also shall pay ENGIE the sum of any and all fees assessed by the ISO or any applicable utility as a result of the excess or shortage in energy consumption outside the 25% threshold. The volumetric and financial impact of an addition to or deletion from the Facilities/Accounts identified in the Attachment A is not governed by this provision.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

ORDC Charges Included. The Contract Price for this product includes Operating Reserve Demand Curve charges.

Regulation Waiver. To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas Substantive Rules Section 25.471 et seq.

Applicability of Prompt Payment Act: This agreement is subject to the terms of the Prompt Payment Act for those entities that are a "governmental entity" under the Texas Government Code, Chapter 2251 PPA.

Payment Terms: Net 20 days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss it incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

"Spot Energy Price" means the weighted average (weighted in accordance with the account's hourly consumption or utility rate class consumption profile) of the applicable market clearing price for balancing energy, or any successor price thereto, as posted by the ISO for the relevant delivery point, and, except to

the extent that a non-utility charge is separately listed as an obligation in this Sales Confirmation (e.g. Capacity, Congestion, Transmission), the Spot Energy Price shall also include all non-utility charges arising from uplifts, installed capacity ancillary services, losses, congestion, and other ISO charges or administrative fees incurred in connection with delivery of energy.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: LIVANOVA USA, INC.	ENGIE Resources LLC
Signature: Shawn D. Kollatschny	Signature:
Print Name: Shawn Kollatschny	Print Name:
Print Title: V.P.	Print Title:
Date: 05/18/2021	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	

	BUSINESS / PRIMARY CONTACT	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	MELISSA FARINA	MELISSA FARINA	ENGIE Resources	Payment Address: ENGIE Resources LLC PO Box 841680 Dallas, TX 75284-1680
STREET ADDRESS:	100 CYBERONICS BLVD 600	100 CYBERONICS BLVD 600	Physical Address – 1360 Post Oak Blvd. Suite 400 Houston, Texas 77056	Overnight Address: ENGIE Resources LLC Bank of America Lockbox Services Lockbox 841680 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207
CITY, STATE, ZIP:	HOUSTON, TX, 77058	HOUSTON, TX, 77058	Mailing Address – PO Box 841680 Dallas, Texas 75284-1680	Electronic Payment: Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207
PHONE #:	2812287200	2812287200	1-866-MYENGIE	Self-service billing online: MyEngiePortal https://accounts.engieresources.com
FAX #:	2812189332	2812189332	(713) 636-0927	
EMAIL:	accountspayable@livanova.com	accountspayable@livanova.com	care@engieresources.com	

☐ Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.

Customer: LIVANOVA USA, INC.
Effective Date: 11/30/2020
Agreement #: 1-14SNFH9,1
PR #: 1-100LALI,2

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01-TB06

Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	100 CYBERONICS BLVD	HOUSTON, TX 77058-7058	HARRIS	CPT	Houston Load Zone	1008901000152250015100	ERCOT_BUS	01/01/2022	12/31/2026

Contract Price (\$/KWh):	0.05187
Tolerance Band %:	25

Customer: LIVANOVA USA, INC.
Effective Date: 11/30/2020
Agreement #: 1-14SNFH9,1
PR #: 1-100LALI,2

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: Houston Load
Zone

Month	Year	MWh
Jan	2022	422.42
Feb	2022	376.10
Mar	2022	393.41
Apr	2022	370.66
May	2022	380.30
Jun	2022	382.56
Jul	2022	395.21
Aug	2022	391.39
Sep	2022	358.49
Oct	2022	378.52
Nov	2022	372.44
Dec	2022	424.97
Jan	2023	424.03
Feb	2023	376.10
Mar	2023	394.77
Apr	2023	369.06
May	2023	384.50
Jun	2023	382.95
Jul	2023	395.73
Aug	2023	390.86
Sep	2023	356.01
Oct	2023	377.34
Nov	2023	372.26
Dec	2023	419.57
Jan	2024	426.96
Feb	2024	390.29
Mar	2024	392.67
Apr	2024	375.82
May	2024	386.85
Jun	2024	380.20
Jul	2024	400.76

Customer: LIVANOVA USA, INC.
Effective Date: 11/30/2020
Agreement #: 1-14SNFH9,1
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ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Delivery Point: Houston Load
Zone

Aug	2024	387.86
Sep	2024	353.20
Oct	2024	374.99
Nov	2024	369.94
Dec	2024	420.68
Jan	2025	426.93
Feb	2025	376.35
Mar	2025	393.21
Apr	2025	377.56
May	2025	386.32
Jun	2025	382.32
Jul	2025	401.28
Aug	2025	384.65
Sep	2025	354.46
Oct	2025	373.17
Nov	2025	366.96
Dec	2025	423.30
Jan	2026	425.09
Feb	2026	376.22
Mar	2026	395.88
Apr	2026	379.46
May	2026	384.65
Jun	2026	385.42
Jul	2026	401.74
Aug	2026	381.51
Sep	2026	355.27
Oct	2026	370.39
Nov	2026	367.98
Dec	2026	423.32