


Green-e Renewable Energy Certificates Sales Confirmation

This Sales Confirmation is entered into this 25th day of August, 23 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and LIVANOVA USA, INC. ("Customer") (collectively referred to as the "Parties") regarding the purchase and sale of Renewable Energy Certificates pursuant 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.

Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and shall be in effect for the contract term as indicated on the Attachment A.

Green-e Certified Renewable Energy Certificates (RECs). ENGIE shall procure, on Customer's behalf, the quantity of Green-e RECs from the type of source stated in Attachment A, Exhibit 4. Customer shall pay a monthly fixed fee or a fixed premium/charge included in the Contract Price (as applicable and as specified in Attachment A, Exhibit 4). In the event the stated source type fails to deliver sufficient Green-e RECs, ENGIE will, if the parties mutually agree: (i) procure replacement Green-e RECs at the current market price and modify the monthly fee or Contract Price accordingly; or (ii) if replacement Green-e RECs are not available, replace such Green-e RECs with equivalent non-certified RECs to fulfill the quantity and modify the monthly fee or Contract Price accordingly. If Customer elects not to purchase replacement Green-e RECs or replacement non-certified RECs, then ENGIE's obligations, as to such REC quantity not procured, shall be terminated without further liability.

Payment Terms: 20 days from date of ENGIE invoice to Customer.

"Green-e Certified Renewable Energy Certificate" or "Green-e REC" means a renewable energy certificate transferable by the producer of renewable energy from an eligible source, as determined by the Center for Resource Solutions Green-e certification requirements, after independent verification of generation of the MWh(s) by the agency overseeing the state or regional renewable energy program. The price of Green-e RECs is in addition to charges for your electricity. Green-e RECs is a Renewable Energy Certificate (REC) product and does not contain electricity. A Green-e REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see REC Disclosure Language; www.green-e.org/rec.  Energy product is Green-e certified and meets the environmental and consumer protection standards set forth by the non-profit Center for Resource Solutions.

Governing Law: ALL MATTERS ARISING OUT OF OR RELATING TO THIS TRANSACTION SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO VENUE AND PERSONAL JURISDICTION IN FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION.

Billing Contact Information: All invoices to Customer for service under this Agreement shall be provided to the person and address specified in the chart following the signature block of this Agreement. The Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer:	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	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 #:	281-228-7200	281-228-7200	1-866-MYENGIE	Self-service billing online: MyEngiePortal https://accounts.engieresources.com
FAX #:	281-218-9332	281-218-9332	(713) 636-0927	
EMAIL:	accountspayable@livanova.com	accountspayable@livanova.com	care@engieresources.com	



Effective Date: 8/25/2023

Oppty #: 1-1CVTPMK

Exhibit # 4 : Renewable Energy Certificates

Billing Term:	10/1/2023 - 12/31/2026
Contract Term (39)	10/1/2023 - 12/31/2026
Contract Term Quantity (# of Certificates):	14,530
Billing Term Quantity (Certificates/Mo):	373
Fixed Premium (\$/Billing Mo.)	\$4,936.63
\$/MWh	\$13.25
Product:	Tx Priddy Wind Farm
Type:	ERCOT ChoiceRE Wind Green E

Contract Term Quantity per Year

Year	Quantity of Certificates
2023	1,127
2024	4,474
2025	4,464
2026	4,464