

Memorandum of Understanding (MOU)

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into this 4th Day of February 2025 , by and between the **FIRST PUBLIC HYDROGEN AUTHORITY**, a joint exercise of powers authority established under the laws of the State of California (“Authority”), and KIGEN TECHNOLOGY, INC (trading as “Kigentech”), a corporation organized and existing under the laws of the United States (“Supplier”). (The Authority and Supplier are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”)(“Supplier”). (The Authority and Supplier are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”)

R E C I T A L S

- A. The Authority is a joint exercise of powers authority created under the Joint Exercise of Powers Act (California Government Code Section 6500, et seq.), with a mission to bridge renewable hydrogen producers with end-users, streamline transactions, and accelerate the adoption of hydrogen technologies.
- B. The Authority has expressed interest in securing a supply of Anhydrous Ammonia for its clean energy and industrial initiatives.
- C. The Supplier is developing a state-of-the-art blue and green ammonia production facility in Lancaster, California, leveraging renewable energy sources for sustainable production.
- D. Both the Authority and the Supplier recognize the mutual benefits of collaboration in advancing clean energy technologies, supporting research and development efforts, and fostering sustainability in Lancaster and beyond.
- E. Both Parties share a commitment to fostering public-private partnerships that enhance the renewable hydrogen and ammonia economy and bring mutual benefits to their stakeholders.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the parties hereby agree as follows:

1. **Purpose.** The purpose of this MOU is to establish a framework for the supply of Anhydrous Ammonia by Kigen Technology, Inc to the Authority Additionally, the Parties intend to collaborate on clean energy technology advancements and sustainability projects.

2. **Mutual Collaboration.** The Parties agree to work collaboratively to advance the Authority's mission and the Supplier's objectives in promoting renewable ammonia technologies and infrastructure.
3. **Deliverables.** Deliverables under this MOU may include, but are not limited to:
 - a. Jointly marketing and promoting renewable hydrogen initiatives, including announcements as partners to showcase collaborative efforts.
 - b. Collaborating on public awareness campaigns to highlight the benefits of renewable hydrogen technologies and the Authority's role in advancing these initiatives.
4. **Confidentiality.** To the extent permitted by law (including, but not limited to, the Ralph M. Brown Act and the California Public Records Act), each Party shall make its best efforts not to disclose any other Party's Confidential Information without such Party's prior written consent.
5. **Non-Exclusivity.** This agreement does not grant either party exclusive rights, and both parties remain free to engage in similar agreements with other entities.
6. **Communication.** Any communication or notice which any Party may desire to give to the other Party under this MOU shall be in writing and addressed to the Party at the address set forth below, or at any other address as that Party may later designate by notice:

To Authority: First Public Hydrogen Authority
44933 Fern Avenue
Lancaster, CA 93534
Attn: Jason Caudle
Email: jcaudle@fph2.org

To Supplier: **Kigen Technology, Inc.**
99 S Almaden Blvd, Suite 600 San Jose, CA 95113
Attn: **Abdoulaye Diallo**
Email: **adiallo@kigentech.com**


Such addresses may be changed by notice to the other Party(ies) given in the same manner as provided above.

7. **Non-Binding Effect.** The Parties acknowledge and agree that this MOU serves as a general framework outlining their mutual interests and intentions to explore potential collaboration in the field of hydrogen-based initiatives. The Parties shall not have any legal obligation under or by virtue of this MOU, including any obligation to enter into any definitive agreement or other contract, to provide any services, to disclose any information, to make any investment or pay any consideration or compensation, whether

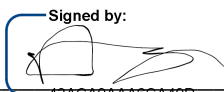
or not expressly described herein; provided that the Parties agree to cooperate in good faith along the lines described in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representative as of the date first written above.

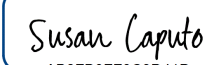
AUTHORITY:
FIRST PUBLIC HYDROGEN
AUTHORITY

By: 
Name: Jason Caudle
Title: CEO


SUPPLIER:
KIGEN TECHNOLOGY, INC.

By: 
Name: Abdoulaye Diallo
Title: CEO, Kigen Technology Inc

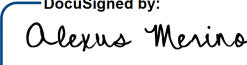
ATTEST:

Signed by:

AB8FB0FF0C9D41D...
Susan Caputo, Secretary

APPROVED AS TO FORM:

DocuSigned by:

7632AD2CC5A748F...
Allison Burns, Esq., General Counsel

CONTRACT SUBMISSION APPROVAL:

DocuSigned by:

CFB8C991A449B430...
Alexis Merino, Director

DS


LEVINE ACT DISCLOSURE.

California Government Code section 84308 ("Levine Act") requires a party to a contract other than competitively bid, labor, or personal employment contract, to disclose any contribution of more than \$500 that the party (or their agent) has made to a member of the First Public Hydrogen Authority (FPH2) Board of Directors or any other officer of the FPH2 Authority as defined in the Levine Act within the prior 12 months. The Levine Act also prohibits for 12 months following a final decision, a party (or their agent) from making a contribution of more than \$500 to any member of the FPH2 Board of Directors or any other officer as defined in the Levine Act who may participate in the making of this Agreement.

A. By its signature on this Agreement, KIGEN TECHNOLOGY, INC represents and warrants [select one]:

☐ Neither KIGEN TECHNOLOGY, INC nor any agent acting on behalf of KIGEN TECHNOLOGY, INC has, within the 12 months preceding the commencement of negotiations of this Agreement, made any political contribution of more than \$500 to any member of the FPH2 Board of Directors or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

☐ KIGEN TECHNOLOGY, INC (or an agent acting on behalf of KIGEN TECHNOLOGY, INC) has made a political contribution of more than \$500 to:

Identify the person(s) or agent(s) who made the contribution:

Identify the FPH2 officer(s) or Board member(s) who received the contribution:

B. By its signature on this Agreement, KIGEN TECHNOLOGY, INC further represents and warrants [select one]:

☐ Neither KIGEN TECHNOLOGY, INC nor any agent or principal acting on behalf of KIGEN TECHNOLOGY, INC intends, within the 12 months following the execution of this Agreement, to make any political contribution of more than \$500 to any member of the FPH2 Board of Directors or any other officer as defined in the Levine Act who may have participated in the making of this Agreement.

OR

☐ KIGEN TECHNOLOGY, INC (or an agent acting on behalf of KIGEN TECHNOLOGY, INC) intends to make a political contribution of more than \$500 to:

Identify the person(s) or agent(s) who will make the contribution:

Identify the FPH2 officer(s) or Board member(s) who will receive the contribution:
