



MEMORANDUM OF UNDERSTANDING



Between the Oregon Department of Aviation and Cellen H2, Inc.

Regarding Use of Hydrogen Fuel Cell Uncrewed Aircraft System operations in the National Airspace to support commercial and civil operations. This Memorandum of Understanding (MOU) is entered into by and between the Oregon Department of Aviation (ODAV) and Cellen H2, Inc., collectively referred to as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish a cooperative framework to explore and support the deployment of Beyond Visual Line of Sight (BVLOS) uncrewed aircraft systems (UAS) in various use-cases that support ODAV initiatives as well as to seek engagement with Oregon communities and business to support long range missions.

This MOU does not create any binding commitment to deploy aircraft, does not authorize operational use at this stage, and does not confer exclusivity or procurement obligations on either party.

II. BACKGROUND

Oregon has diverse landscapes, terrain, and the challenge of distance between communities. ODAV is seeking collaboration with Cellen to explore how Hydrogen-Powered Platforms can help support Oregon communities and companies to integrate UAS into the NAS for commercial and Civil operations.

Cellen is an innovative aerospace company specializing in hydrogen fuel cell-powered unmanned aerial systems (UAS), led by CEO Roberto Yelin and a seasoned leadership team with expertise across aerospace, fuel cells, and unmanned systems. Their driving value proposition centers on delivering extended endurance flights of over 2 hours with up to 10 lb payloads with NDAA compliance, low vibration and noise, no emissions, and modular hydrogen refueling.

III. AREAS OF COLLABORATION

The Parties agree to collaborate in the following areas:

1. Support research, testing, and evaluation of BVLOS Hydrogen Fuel Cell UAS platforms for B2B logistics, critical medical deliveries and wide area mapping/survey and search and rescue.
2. Host and participate in joint field demonstrations, flight tests, and industry events.
3. Engage in statewide UAS strategy planning and workforce pipeline development through collaborative planning and stakeholder engagement.

IV. LIMITATIONS

Oregon Department of Aviation's mission is to provide infrastructure, financial resources, and expertise to ensure a safe and efficient air transport system

- This MOU is non-binding and does not create legal obligations or liabilities for either party.
- This MOU does not grant Cellen exclusive rights to perform such services or explore these capabilities with the State of Oregon or its agencies.
- Either party may terminate this MOU at any time with written notice.
- No exchange of funds is contemplated under this MOU. Any future funding, contracts, or commitments will require separate agreement.

V. TERM

This MOU shall be effective upon signature by both parties and shall remain in effect for one (1) year, unless extended in writing or terminated earlier by either party.

VI. POINTS OF CONTACT

For the Oregon Department of Aviation:
Kenji Sugahara
Director
kenji.sugahara@odav.oregon.gov

For Cellen H2, Inc.:
Roberto Yelin
CEO
roberto@cellenh2.com

VII. SIGNATURES

Oregon Department of Aviation

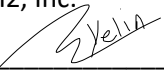
By:  _____

Name: Kenji Sugahara

Title: Director

Date: February 12, 2026

Cellen H2, Inc.

By:  _____

Name: Roberto Yelin

Title: CEO

Date: January 27, 2025