

## LEASE AGREEMENT

**Tillamook County, OR to Anduril Industries, Inc.**

### **Lease for Marine Sentry Tower Deployment Test Site**

This Lease Agreement (this “Lease”) is entered into by and between the Tillamook County, Oregon (“Landlord”), and Anduril Industries, Inc., (together with its affiliates and subsidiaries), a Delaware corporation (“Tenant”). The “Effective Date” of this Lease is October 11, 2023.

#### AGREEMENT

1. Premises.

a. Lease. Landlord leases to Tenant and Tenant leases from Landlord the area as shown on Exhibit A attached hereto, (the “Premises”), located at (45.571005, -123.956791), whereby the tower will occupy approximately 15 ft x 15 ft of land. The Premises are located within the property depicted on Exhibit A attached hereto (the “Property”). Tenant’s lease of the Premises includes the right to use all improvements, and the non-exclusive right to use all common areas of the Property, including, without limitation, all driveways, streets, and alleyways providing ingress and egress, and the parking areas of the Property.

b. Permitted Use. Tenant may use the Premises and the Property 24 hours per day, every day, subject only to Tenant’s Federal Aviation Administration approvals and other applicable Legal Requirements. Tenant may use the Premises for the research, development, and testing of Marine Sentry Towers (“MST”), and any legally permissible uses ancillary thereto. Notwithstanding the foregoing, the parties recognize that the research, development, and testing of Marine Sentry Towers are in a rapidly evolving state, and Tenant’s permitted use will be deemed to accommodate and permit changes consistent with such evolution. Tenant may locate MST platforms, launch and recovery equipment, and storage facilities on the Premises for conducting testing activities.

c. Compliance with Legal Requirements. Tenant’s use of the Premises will be in compliance with all applicable federal, state, county, and municipal statutes, laws, ordinances, codes, rules, regulations, and requirements (collectively, the “Legal Requirements”) that are applicable only by reason of Tenant’s particular use of and operations at the Premises; and all applicable rules and regulation applicable to the Property that are promulgated by Landlord in writing (the “Rules and Regulations”). All Rules and Regulations, whether now existing or hereafter adopted by Landlord, shall be non-discriminatory in nature and shall be enforced by Landlord in a consistent and non-discriminatory manner against all tenants and occupants of the Property. If there is any inconsistency between the body of this Lease and the then-current Rules and Regulations, then the body of this Lease shall govern. Notwithstanding the foregoing, Tenant shall have no responsibility for, and Landlord shall at all times during the Term and at Landlord’s sole cost and expense be fully responsible for and shall cause, any alterations, repairs, and replacements to the Premises required in order to comply with Legal Requirements now in force or that may hereafter be in force, unless the necessity for such alterations, repairs, and replacements results from Tenant’s particular use of and operations at the Premises. Landlord hereby represents and warrants to Tenant that, as of the Effective Date: (i) Landlord has not received any notice from any governmental authority that the Premises are not in compliance with all Legal Requirements which remain uncorrected; (ii) to the best of Landlord’s knowledge, no such non-compliant condition exists on the Premises; and (iii) the Premises are in compliance with all Legal Requirements.

d. Maintenance; Waste. Tenant may not create nuisance, waste or disrepair. Tenant will maintain the Premises in good order (excepting reasonable wear and tear, casualty, condemnation, and any repairs that are not the responsibility of Tenant under this Lease) and free of debris. Tenant will not permit any condition on the Premises that is unreasonably offensive to sight or smell. Landlord shall, at Landlord's sole cost and expense, maintain, repair, and replace all portions of the Property (excepting the Premises), including, without limitation, the common areas thereof and the utilities and systems serving the Premises (up to the point of entry into the Premises).

e. Liens. Tenant will not suffer or permit any lien against the Premises resulting from: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises; or (ii) materials furnished for or in connection with such work (in each case, a "Tenant-Created Lien"). Tenant may contest the amount or validity of any such Tenant-Created Lien, provided Tenant delivers prior written notice of such contest to Landlord, prosecutes such contest by appropriate proceedings in good faith and with diligence, and, upon request by Landlord, furnishes such bond as may be required by law to protect the Premises from such Tenant-Created Lien. Any Tenant-Created Lien filed against the Premises will be discharged of record within the later of: (a) 30 days of its filing; and (b) 10 days after Landlord's delivery of a written notice to Tenant of the existence thereof. For the avoidance of doubt, any lien against the Premises resulting from Landlord's completion of Landlord's Work (as hereinafter defined) will not be considered a Tenant-Created Lien, and Landlord shall be responsible for removing any lien resulting from Landlord's Work.

2. Term. The term of this Lease (the "Term") will commence on the Commencement Date (as hereinafter defined) and will continue through the last day of the 12<sup>th</sup> full calendar month thereafter. The "Commencement Date" means the earlier to occur of the following: (i) the first business day of the week following the date on which Landlord delivers to Tenant a factually correct written notice stating that the Premises are available for Tenant's occupancy (the "Completion Notice"); and (ii) the date on which Tenant, or any person occupying the Premises with Tenant's permission, commences operations from the Premises. Upon either party's request, Landlord and Tenant shall execute a letter amendment or other documentation reasonably acceptable to Tenant confirming the Commencement Date, the expiration date of the Term, and such other terms of this Lease that are affected thereby; provided, however, either party's failure or refusal to do so shall have no effect on the provisions of this Section 2, it being understood that such contemplated execution is merely for clarification purposes.

3. Extension. The Term will automatically extend, until terminated pursuant to Section 8, for two (2) additional terms of twelve (12) months each (each, an "Extension Term", the first of which is referred to herein as the "First Extension Term" and the second of which is referred to herein as the "Second Extension Term"), commencing on: (i) with respect to the First Extension Term, the day immediately following the expiration of the initial Term contemplated under Section 2 above; and (ii) with respect to the Second Extension Term, the day immediately following the expiration of the First Extension Term. During any Extension Term, all terms and conditions of this Lease shall continue in full force and effect.

4. Rent Renegotiation. At the end of the Initial Term in the event that the Landlord does not receive written notice of Tenant's election to terminate this Lease sixty (60) days prior, the Parties shall negotiate in good faith for a fee in which Tenant shall pay to Landlord (the "Rent").

5. Utilities.

1. Power, Water, Sewer and Internet. Landlord will bring all utilities to the edge of the Tenant's leased parcel. Tenant shall contract with service providers to install services into leased parcel. Landlord agrees to pay utility fees and bill Tenant as part of monthly range services charges with a 10% G&A fee applied.

6. Inability to Use Premises. Notwithstanding anything in this Lease to the contrary, should there be an interruption in any essential services to the Premises (including, without limitation, electricity, water, and internet service) and such interruption continues for a period of 90 consecutive calendar days, Tenant shall have the option to cancel and terminate this Lease on 10 days' written notice to Landlord.

7. Insurance. Tenant shall maintain at all times during the Term of this Lease:

a. Commercial General Liability Insurance. Tenant shall obtain and maintain Commercial General Liability insurance subject to the limits of \$1,000,000 per occurrence for bodily injury and property damage and \$1,000,000 general aggregate. Tenant shall cause Landlord, its elected officials, employees, officers, volunteers, boards and commissions to be included as additional insured as their interest may appear under this Lease subject to the limits as set forth above to protect Landlord against the hazards that may be created by the authorization of this Lease.

b. Commercial Automobile Liability Insurance. Tenant shall maintain Commercial Automobile Liability Insurance subject to the limits of \$1,000,000 combined single limit.

c. Workers' Compensation Insurance. Tenant shall obtain and maintain Workers' Compensation insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits of liability of \$1,000,000 each accident/disease/policy limit for all employees present upon the Premises.

d. Evidence of Insurance Coverage. Tenant shall provide Landlord with Certificates of Insurance and evidencing such coverages prior to taking possession of the Premises, and maintained throughout the Term of this Lease. Upon receipt of notice from its insurer(s), Tenant will give Landlord 30 days' prior notice of cancellation of any coverage.

8. Indemnification; Waiver of Claims.

a. Except to the extent resulting from the negligence or willful misconduct of Landlord or any other Landlord Indemnitee (as hereinafter defined) or a breach of this Lease by Landlord, Tenant agrees to indemnify, defend, and hold harmless Landlord and its affiliates, as well as their respective agents, servants, directors, officers, employees, guests, licensees, and invitees (collectively, "Landlord Indemnitees"), from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) resulting from claims by third parties occasioned by any death, injuries to any person, or damage to, or theft or loss of, property occurring in the Premises, or in the common areas of the Property, in each case to the extent resulting from the violation of law, fraud, negligence, or willful misconduct of Tenant or any other Tenant Indemnitee. If any proceeding is brought against any Landlord Indemnitee involving a claim from which Tenant is obligated to indemnify Landlord Indemnitees pursuant to this Section, Tenant, upon notice from Landlord, will resist and defend such proceeding with respect to that claim (by counsel reasonably satisfactory to Landlord, except Landlord's consent is not required if such defense is provided by Tenant's insurer) at Tenant's sole cost. The furnishing of insurance required hereunder will not limit Tenant's obligations under this Section. Tenant's obligations under this Section 7.a shall survive the expiration or earlier termination of this Lease.

b. To the extent permitted by law, including the Oregon Tort Claims Act, but except to the extent resulting from the negligence or willful misconduct of a Tenant Indemnitee (as hereinafter defined) or a breach of this Lease by Tenant, Landlord agrees to indemnify, defend, and hold harmless Tenant and its affiliates, as well as their respective agents, servants, directors, officers, employees, guests, licensees, and invitees (collectively, "Tenant Indemnitees"), from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) resulting from claims by third parties

occasioned by: (i) death, injuries to any person, or damage to, or theft or loss of, property occurring in or about the Premises, or in the common areas of the Property, to the extent caused or alleged to be caused by the violation of law, fraud, negligence, or willful misconduct of Landlord or of any member, partner, manager, affiliate, contractor, or subcontractor of Landlord or its or their officers, directors, employees, or agents, or of any invitee or licensee of Landlord (each a "Landlord Party" and collectively with Landlord, the "Landlord Parties"), or (ii) any actual or alleged breach of this Lease by Landlord. If any proceeding is brought against any Tenant Indemnitee involving a claim from which Landlord is obligated to indemnify Tenant Indemnitees pursuant to this Section, Landlord, upon notice from Tenant, will resist and defend such proceeding with respect to that claim (by counsel reasonably satisfactory to Tenant, except Tenant's consent is not required if such defense is provided by Landlord's insurer) at Landlord's sole cost. Landlord's obligations under this Section 7.b shall survive the expiration or earlier termination of this Lease.

c. Notwithstanding anything to the contrary in this Lease, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action against the other (and against any assignee of Landlord and any permitted assigned, subtenant, or other occupant of Tenant) for any loss or damage that may occur to the Property or any improvements thereon, or any personal property of Landlord or Tenant, arising from any cause that: (i) is customarily insured against under the terms of special form (all-risk) property insurance; or (ii) is insured against under the terms of any property insurance actually carried. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees, or contractors. Nothing in this provision shall be deemed a waiver or release by Landlord of its right to claim, demand, and collect insurance proceeds directly from Tenant's insurer pursuant to Landlord's status as an additional insured under any insurance policy Tenant is required to carry pursuant to the terms of this Lease.

9. Termination. For Convenience: This agreement may be terminated at any time by either party upon a 60-day written notice.

10. Default by Tenant. Time is of the essence of this Lease. The following shall each constitute default by Tenant (an "Event of Default"):

a. Tenant's failure to comply with any term or condition of this Lease, within thirty (30) days after Landlord has notified Tenant in writing specifying Tenant's noncompliance; provided, however, no "Event of Default" will occur if compliance requires a longer period than thirty (30) days, and Tenant commences corrective action within the thirty (30)-day period and thereafter diligently pursues such corrective action to completion;

b. Tenant's filing of a petition for insolvency or any assignment for the benefit of Tenant's creditors, including Tenant's commencement of proceedings under any provision of bankruptcy or insolvency law, or its failure to obtain dismissal of any involuntary petition for bankruptcy or insolvency within the time required for an answer to such petition, or the appointment of a receiver for Tenant properties; and

c. Tenant's failure or refusal to surrender possession upon termination of this Lease.

11. Landlord's Remedies for Default. Upon any Event of Default by Tenant, Landlord shall have all rights provided by law, and in addition may exercise the following remedies: Landlord may without further notice enter peaceably onto the Premises and retake possession.

a. Notwithstanding the foregoing, in no event shall Landlord be permitted to engage in "self-help" (even if permitted by applicable laws) to evict or "lock out" Tenant from the Premises, take

possession of any of Tenant's property, or any similar action. Landlord agrees that it shall only proceed to enforce any of its remedies under this Lease with appropriate legal process.

b. Anything in this Lease or under applicable laws to the contrary notwithstanding:  
(i) Landlord agrees that in event of a termination of this Lease based upon an Event of Default by Tenant hereunder, Landlord shall use commercially reasonable efforts (including, without limitation, attempting to relet the Premises) to mitigate any and all damages resulting from such default and termination; and  
(ii) Tenant shall have no liability to Landlord for any costs or expenses incurred by Landlord in connection with redecorating or otherwise modifying the Premises in connection with a reletting thereof.

c. Anything in this Lease or under applicable laws to the contrary notwithstanding, Landlord hereby waives any statutory and common law lien it may have against Tenant's property, and under no circumstances shall Landlord have any lien or possessory interest in such property. To the extent any such lien is nevertheless imposed upon Tenant's property, Landlord hereby subordinates such lien to the lien of any holder of indebtedness of Tenant. Tenant shall have the absolute right from time to time during the Term, and without Landlord's prior approval, to grant and assign a mortgage or other security interest in Tenant's personal property to Tenant's lenders in connection with Tenant's financing arrangements. Landlord agrees to execute such confirmation certificates and other documents as Tenant's lenders may reasonably request in connection with any such financing.

12. Landlord Default. If Landlord defaults in the performance of any of Landlord's obligations under this Lease, or if Landlord fails to make any payment which Landlord is obligated to make under the terms of this Lease (including, without limitation, any payment, refund, or reimbursement due Tenant hereunder, whether under the terms of this Lease or as a result of a judgment against Landlord for default hereunder), Tenant shall give written notice to Landlord specifying such default, and Landlord shall have 30 days after receipt of such notice within which to cure such default, or, if such default cannot be cured within 30 days, such additional period of time as is reasonably necessary to effectuate such cure (not to exceed 60 days), provided Landlord diligently and with dispatch pursues the cure to completion. Notwithstanding the foregoing, if Landlord's failure to perform any of its obligations under this Lease results in an imminent threat of damage to persons or property, then Landlord shall cure such default within 24 hours after receipt of Tenant's written notice. If Landlord fails to cure any such default within the time periods specified herein, then, in addition to those remedies Tenant has at law or in equity, Tenant may, to the extent such obligation relates to the Premises, without being obligated to and without thereby waiving such default, take all actions reasonably necessary to cure such default, at Landlord's expense.

13. Effect of Cure. If either Landlord or Tenant accepts the other party's cure of any default hereunder, whether or not such cure was made or accepted after the expiration of any applicable cure period stated herein, such default shall be deemed to be cured in a timely manner for all purposes of this Lease, and Landlord or Tenant, as the case may be, shall no longer have any rights with respect to same, as if such event of default had not occurred.

14. General Provisions.

a. Quiet Enjoyment. So long as this Lease is in full force and effect, Tenant will, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises. Landlord hereby represents and warrants to Tenant that, under the Legal Requirements and any easement, covenant, condition, restriction, or similar provision in any instrument of record affecting the Premises, the Premises may be used for the use contemplated under Section 1.b above. Landlord hereby represents and warrants to Tenant that this Lease does not require the approval of any lender holding a lien on the Property, nor of any other third party.

b. Surrender. Upon expiration of the Term or earlier termination, Tenant will remove Tenant's personal property and surrender the Premises in their then-existing condition, broom clean. Any of Tenant's personal property not removed by Tenant within 10 days after written notice from Landlord notifying Tenant that such items were not removed as permitted or required herein will be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property.

c. Holdover. If Tenant remains in possession of the Premises after the expiration of the Term, such possession will be subject to termination by Landlord or Tenant upon 30 days' notice to the other party at any time, but Tenant will not otherwise be liable to Landlord for any holdover. During any holdover possession as provided herein, all of the other terms and provisions of this Lease will be applicable during such holdover period.

d. Confidentiality. No Landlord Party will make any public announcements regarding this Lease or Tenant's proposed or actual occupancy of the Premises without Tenant's prior written consent, which Tenant may withhold in its sole discretion. In addition, all information specifically labeled as "confidential/trade secret" or that would reasonably be presumed to be confidential, including, without limitation, all nonpublic information relating to Tenant's technology, operations, customers, business plans, promotional and marketing activities, finances, and other business affairs (collectively, "Confidential Information"), that is learned by or disclosed to Landlord with respect to Tenant's business in connection with this Lease and the transaction contemplated herein will be kept strictly confidential by Landlord Parties and will not be used (except for Landlord's confidential internal purposes or as otherwise required by Legal Requirements) or disclosed to others by any Landlord Party, without the express prior written consent of Tenant, which Tenant may withhold in its sole discretion. The provisions of this Section will survive following the expiration or termination of this Lease and the transfer of the Premises or Property by Landlord.

e. Successors and Assigns. Subject to the limitations set forth in this Lease, the covenants and agreements in this Lease will bind and inure to the benefit of Landlord, Tenant, and their respective successors and permitted assigns. Tenant may not, without the consent of Landlord, assign or sublet the Premises, or any part thereof to any other entity, which consent shall not unreasonably be withheld, conditioned, or delayed. Notwithstanding the foregoing or anything to the contrary in this Lease, Tenant may, without Landlord's consent, assign this Lease to, sublet the Premises or any part thereof to, or permit the use of the Premises or any part thereof by, any entity directly or indirectly controlled by, in control of, or under common control with, Tenant, or any entity that acquires all or part of Tenant, that is acquired in whole or in part by Tenant, that results from the merger or consolidation with Tenant, or that purchases all or a substantial portion of Tenant's assets located at, or the business conducted by Tenant in and from, the Premises (each, a "Permitted Transferee"), and such Permitted Transferee shall have the same rights as Tenant hereunder.

f. Hazardous Materials.

(i) Landlord represents and warrants to Tenant that, as of the date of this Lease, to the best of Landlord's actual knowledge, there are no substances, materials, wastes, pollutants, or contaminants listed or defined as hazardous or toxic under any Legal Requirement ("Hazardous Materials") on the Premises. Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all losses, claims, demands, actions, fines, suits, damages, penalties, liabilities, expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, reasonable attorneys' fees, consultant fees, or expert fees) which are brought or recoverable against Tenant to the extent resulting from any Hazardous Materials that: (i) existed in the

Premises and/or the Property prior the Commencement Date; or (ii) were not placed on the Premises and/or the Property by Tenant, or by any of Tenant's agents, contractors, employees, subtenants, assignees, or invitees. The obligations of Landlord under this paragraph will survive termination or expiration of this Lease.

(ii) Tenant will indemnify, defend, and hold Landlord harmless from and against any and all losses, claims, demands, actions, fines, suits, damages, penalties, liabilities, expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, reasonable attorneys' fees, consultant fees, or expert fees) which are brought or recoverable against Landlord to the extent resulting from any Hazardous Materials that are brought onto the Premises by Tenant or its agents, employees, contractors, subtenants, assignees, or invitees. The obligations of Tenant under this paragraph will survive termination or expiration of this Lease. For the avoidance of doubt, the liability of Tenant, and any indemnities provided by Tenant, shall not extend to Hazardous Materials: (i) that existed in the Premises and/or the Property prior to the Commencement Date; or (ii) that were not placed on the Premises and/or the Property by Tenant, or by any of Tenant's agents, contractors, employees, subtenants, assignees, or invitees.

(iii) Hazardous Materials shall also include, but not be limited to, fuels, petroleum, and petroleum-derived products. Subject to the following sentence, Tenant agrees that no flammable or explosive liquids or solids shall be stored within the Premises. For the purpose of this Lease, flammable or explosive liquids or solids, and the term "Hazardous Materials," shall not apply to lithium ion or lithium polymer batteries, or fuel or other flammables contained with the normal portions of any aircraft or automobile placed on or in Tenant's trailers.

Notice and Payments. All notices and requests for consents and approvals under this Lease will be in writing and sent (i) personally; (ii) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; or (iii) by a nationally-recognized overnight delivery service providing proof of delivery at the following addresses:

County of Tillamook

Tillamook County  
201 Laurel Ave  
Tillamook, OR 97141

Contact: Rachel Hagerty  
503-842-3404  
[rhagerty@tillamookcounty.gov](mailto:rhagerty@tillamookcounty.gov)

Anduril Industries, Inc.

1400 Anduril  
Costa Mesa, CA 92627

Contact: Ann Marie Rosas, General Counsel  
949-891-1607  
[legal@anduril.com](mailto:legal@anduril.com)

Either party may change its address for all subsequent notices by giving notice to the other party. Except where otherwise expressly provided to the contrary, notice will be deemed given upon delivery or when delivery is refused.

g. Venue and Attorney's Fees. Construction and interpretation of this Lease is governed by the laws of the state of Oregon and venue for all disputes shall be in the 27th Judicial District of Oregon in Tillamook County, excluding any principles of conflicts of laws. Each of the parties irrevocably submits to that court's venue and jurisdiction. If suit or action is instituted in connection with any controversy arising out of this Lease, each party shall bear the costs of its own attorney's fees.

h. Landlord Restriction of Use. Landlord is seized of the real property herein by Instrument of Transfer dated July 13, 1948, from the United States of America, reserving certain rights to the United States of America, including but not limited to regulation and restrictions imposed by the Federal Aviation Administration (the “Vesting Deed”). Tenant acknowledges said limitations and consents to perform its obligations herein consistently with terms of Landlord’s restrictions of title. Landlord reserves the right to terminate this Lease if, with or without fault of Tenant, continuation of this Lease prevents Landlord’s compliance with the restrictions of its title. Notwithstanding the foregoing, Landlord hereby represents and warrants to Tenant, under the Vesting Deed, the Premises may be used for the use contemplated under Section 1.b above.

i. Patriot Act. In connection with this Lease, Landlord and Tenant agree to comply with the sanctions programs administrated by the U.S. Department of Treasury’s Office of Foreign Asset Control and, if applicable, the Bank Secrecy Act, as amended, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network, and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. Landlord and Tenant each represent and warrant to each other that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.

j. Counterparts; Electronic Signatures. This Lease may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, “electronic signature” shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature.

k. Waiver of Consequential Damages. Landlord and Tenant each hereby waives any and all rights to seek or collect punitive, special, incidental, or consequential damages in connection with this Lease from or against the other (and from or against any of the other Tenant Indemnitees).

l. Underlying Mortgage or Lease. Landlord hereby represents and warrants to Tenant that, as of the Effective Date, there is no mortgage, deed of trust, security interest, or title retention interest, or any ground or underlying lease, affecting the Premises.

m. Good Faith and Fair Dealing. Landlord and Tenant acknowledge their agreement to exercise their rights and remedies hereunder, and to perform their covenants, agreements, and obligations hereunder, reasonably and in good faith. Except as expressly set forth in this Lease, in each instance where the consent of a party hereto is made a prerequisite to any act or decision under this Lease by the other party hereto, such consent shall not be unreasonably withheld, refused, delayed, or conditioned, and all reasons for not giving such consent shall be specified in writing.

15. Approval Contingency. Notwithstanding anything to the contrary in this Lease, Landlord acknowledges that Tenant would not enter into this Lease if Tenant was not able to test or deploy Anduril technology including, but not limited to, Unmanned Aircraft or Marine Sentry Towers, on and about the Property. Accordingly, if Tenant fails to obtain all necessary permits, licenses, or any other approvals reasonably necessary (collectively, the “Approvals”), whether from Landlord or any governmental agency (including, without limitation, the Federal Aviation Administration), or if, after obtaining such Approvals, one or more Approvals is subsequently revoked for any reason, then Tenant may terminate this Lease by giving written notice to Landlord, in which event: (i) this Lease shall terminate and expire 10 days after Landlord’s receipt of such notice (the “Termination Date”); and (ii) neither party hereto shall have any



further liability or obligation to the other (except to the extent expressly provided to the contrary in this Lease).

IN WITNESS WHEREOF, the parties, by and through their undersigned and duly authorized representatives, have executed this Lease for the purposes herein described.

**LANDLORD:**

TILLAMOOK COUNTY, OREGON

By \_\_\_\_\_  
Name Erin D Skaar  
Its Chair, Board of County Commissioners  
Date signed: \_\_\_\_\_

**TENANT:**

ANDURIL INDUSTRIES, INC.


By   
Name: Ann Marie Rosas  
Its: General Counsel  
Date signed: 10/04/2023

EXHIBIT A  
THE PREMISES



*Screenshot from NSC Radar Site Survey, Apr 23*

Anduril seeks to deploy our Maritime Sentry Tower on one of the two previously identified pads from NSC's April 23<sup>rd</sup> Radar Site Survey (indicated in green above). Site coordinates are (45.571005, -123.956791), whereby the tower will occupy approximately 15 ft x 15 ft of land. Relevant satellite imagery:

