

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

This Landlord Consent to Assignment and Assumption of Lease (“**Consent**”), is entered into as of this ____ day of _____, 2026 (“**Effective Date**”), by and among **YELLOWSTONE COUNTY MONTANA** as successor-in-interest to Miller Trois, LLC, a Montana limited liability company (“**Landlord**”), **BMO BANK N.A.** (f/k/a BMO Harris Bank N.A.), a national banking association (“**Assignor**”), and _____, a _____ (“**Assignee**”).

RECITALS:

WHEREAS, Landlord and Assignor entered into that certain Lease Agreement dated September 21, 2016 (“**Original Lease**”), as amended by that certain First Amendment to Lease Agreement dated May 27, 2026 (“**First Amendment**”) (the Original Lease and the First Amendment are, collectively, the “**Lease**”) for those certain premises commonly known as the entire 5th floor in the building commonly known as 2825 Third Avenue, North, Billings, Montana (“**Premises**”) as more particularly described in the Lease;

WHEREAS, Assignor and Assignee desire to enter into a certain agreement (“**Assignment Agreement**”), whereby Assignor will assign all of its right, title and interest in and to that certain Lease to Assignee;

WHEREAS, Assignor and Assignee have requested Landlord’s consent to the assignment transaction described in this Consent (“**Transfer**”); and

WHEREAS, Landlord has agreed to give such consent upon the terms and conditions contained in this Consent.

THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Assignor and Assignee agree and represent as follows:

1. Lease Assignment Agreement. Assignor and Assignee hereby represent that the Assignment Agreement fully assigns all of Assignor’s right, title and interest in the Lease to Assignee.

2. Representations. Assignor hereby represents that Assignor (i) has full power and authority to assign its entire right, title and interest in the Lease to Assignee and (ii) has full power and authority to enter into the Assignment Agreement and this Consent. Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement and this Consent.

3. Assumption. Notwithstanding anything to the contrary contained in the Assignment Agreement, effective as of the Effective Date, Assignee, for itself and its successors and assigns hereby assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of Assignor under the Lease, including but not limited to, the obligation to pay Landlord for all adjustments of rent and other additional charges payable pursuant to the terms of the Lease. Nothing contained in the Assignment Agreement shall be deemed to amend, modify or alter in any way the terms, covenants and conditions set forth in the Lease. Notwithstanding anything to the contrary in this Consent, Assignee does not assume, and Assignor retains any obligation or liability under the Lease to the extent arising, or required to be performed, prior to the Effective Date or arising out of any facts, circumstances, acts or omissions occurring prior to the Effective Date. Further notwithstanding anything to the contrary in this Consent, Assignor does not assume, and Assignee shall retain any obligation or liability under the

Lease to the extent arising, or required to be performed, on or after to the Effective Date or arising out of any facts, circumstances, acts or omissions occurring on or after the Effective Date.

4. Notices. From and after the Effective Date, notices to Assignor and Assignee shall be served in accordance with the terms of the Lease at the addresses set forth below. Nothing in this Section 4 shall be construed to impose upon Assignor any continuing obligations under the Lease following the Effective Date of the Assignment Agreement.

TO ASSIGNOR:

TO ASSIGNEE:

BMO Bank N.A.
Attn: Procurement – Property Administration
P.O. Box 755
Chicago, IL 60690
Email:
Procurement.propertyadminUScomms@bmo.com

With copies to:

BMO Transaction Management's General Email:
Email:
057dd908.bmo.onmicrosoft.com@amer.teams.ms

And:

William J. Lewis
Barnes & Thornburg LLP
1 N. Wacker Drive, Suite 4400
Chicago, IL 60606

5. Landlord's Consent. In reliance upon the agreements and representations contained in this Consent, Landlord hereby consents to the Transfer. This Consent shall not constitute a waiver of the obligation of the Assignee to obtain the Landlord's consent to any subsequent assignment, sublease or other transfer under the Lease. As of the effective date of the Assignment Agreement, Landlord hereby releases Assignor from all obligations under the Lease notwithstanding anything contained in the Lease or this Consent to the contrary. Additionally, Landlord hereby releases Assignor from any and all claims, liabilities, and obligations under or relating to the Lease, whether arising before, on, or after the effective date of the Assignment Agreement, and Assignor shall have no further liability to Landlord in connection with the Lease or the Premises.

6. Counterparts. This Consent may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. The parties acknowledge and agree that they shall have the right to conduct this transaction by electronic means and that this Consent 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. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. Definitions. Any term which is capitalized, but not defined in this Consent, which is capitalized and defined in the Lease shall have the same meaning for purposes of this Consent as it has for purposes of the Lease.

8. Governing Law. This Consent shall be governed by, and construed and enforced in accordance with, the laws of the State of Montana, without regard to its conflict-of-laws principles.

9. Conflict of Provisions. In the event of any conflict between the Lease and this Consent, the terms, conditions and provisions of this Consent shall govern. However, except as expressly set forth in this Consent, all of the terms, covenants, conditions and provisions of the Lease shall continue in full force and effect. As between Assignor and Assignee, in the event of any conflict between the Purchase Agreement, dated as of May 11, 2026, by and among Elm Fork Holdco LP, Elm Fork Asset-Backed Services LLC and Bank of Montreal (“**Purchase Agreement**”), and this Consent, the terms, conditions and provisions of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Consent as of the Effective Date.

LANDLORD:

YELLOWSTONE COUNTY MONTANA

By: _____
Name: _____
Title: _____

ASSIGNOR:

BMO BANK N.A.,
a national banking association

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____