

## FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is entered into May \_\_\_\_, 2026 by and between Yellowstone County Montana (successor “Landlord”) and BMO Bank N.A. (f/k/a BMO Harris Bank N.A.), a national banking association (“Tenant”).

WHEREAS, Landlord’s predecessor-in-interest and Tenant entered into that certain Lease Agreement dated September 21, 2016 (the “Lease”) for lease of the entire 5th floor, approximately 9,486 sq. ft. (the “Premises” as defined in the Lease), in the Building located at 2825 Third Avenue North, Billings, Montana;

WHEREAS, the Initial Term of the Lease expires on February 28, 2027; and

WHEREAS, pursuant to Lease Section 6, the parties agreed up annual rent and desire to renew the Lease for a Renewal Term from March 1, 2027 – February 28, 2032, at the rent and on the terms as specifically set forth below.

NOW, THEREFORE, Landlord and Tenant, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree to amend the Lease as follows:

1. Term. The term of the Lease is hereby extended for an additional five (5) year period (the “Renewal Term”), commencing on March 1, 2027 (the “Renewal Term Commencement Date”) and expiring February 29, 2032 (the “Renewal Term Expiration Date”), unless sooner terminated pursuant to the Lease. The Renewal Term shall be deemed part of the Term for all purposes under the Lease.
2. Renewal Term Rent Schedule. Beginning on the Renewal Term Commencement Date and continuing for five (5) years thereafter, rent due shall be as follows:

<b>Renewal Term Lease Year</b>	<b>Annual Rent per Square Foot</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
<b>03/01/27 – 02/29/28</b>	\$25.54	\$242,272.44	**\$20,189.37**
<b>03/01/28 – 02/28/29</b>	\$26.31	\$249,540.61	\$20,795.05
<b>03/01/29 – 02/28/30</b>	\$27.10	\$257,026.83	\$21,418.90
<b>03/01/30 – 02/28/31</b>	\$27.91	\$264,737.64	\$22,061.47
<b>03/01/31 – 02/29/32</b>	\$28.75	\$272,679.77	\$22,723.31

3. \*\*Abatement Rent Credit\*\*. Tenant shall be entitled to apply a Rent Abatement Credit in the amount of \$39,208.00 against the Monthly Rent coming due for the months of March and April, 2027. The Rent Abatement Credit is intended to compensate Tenant for disruption to Tenant’s business operations due to HVAC work in the Building and Premises.
4. Renewal Options. Tenant has no remaining Renewal Options unless otherwise agreed by the parties prior to the expiration of the Renewal Term.

5. Broker Fee. Tenant has retained Ethan Kanning/NAI and Jeff Liljeberg/JLL as its realty brokers for this transaction. Landlord has no broker or other person or entity entitled to a commission for this transaction. The parties acknowledge that the Tenant shall be responsible for payment to its brokers of its broker fees pursuant to separate agreement.
6. No Further Modification. All other terms of the Lease remain unchanged and in full force and effect. In the event of conflict, this Amendment controls only as to the specific provisions amended. Capitalized terms in this Amendment shall have the meaning ascribed to them as set forth in the Lease unless otherwise defined in this Amendment.
7. Notices. Tenant's Notice address, effective immediately, shall be as follows:

(Email communication is preferred for faster processing)

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

For Overnight Mail ONLY:

BMO Bank N.A.  
Attn: Procurement – Property Administration  
320 S. Canal Street  
Chicago, IL 60606

Copy to:

Bailey Borlack Nadelhoffer LLC  
Attn: Eric G. Grossman  
150 S. Wacker, Suite 2400  
Chicago, IL 60606  
**Email:** [egrossman@bbn-law.com](mailto:egrossman@bbn-law.com)

and

BMO Transaction Management's General Email:  
[057dd908.bmo.onmicrosoft.com@amer.teams.ms](mailto:057dd908.bmo.onmicrosoft.com@amer.teams.ms)

8. Severability. If any term or condition of this Amendment, or application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or application of such term or condition to persons or

circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect.

9. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of, the parties hereto, their legal representatives, and permitted assigns and designees.
10. Authority. Each party represents that it has full authority to execute this Amendment.
11. This Amendment may be signed electronically (including via DocuSign, Adobe Sign, or other similar document signing software) and/or in counterparts, each of which shall be considered an original, but together shall constitute one agreement.

EXECUTED as of the date listed above.

LANDLORD:

Yellowstone County Montana

By: \_\_\_\_\_  
Mark Morse, BOCC Chair

TENANT:

BMO Bank N.A.

By: \_\_\_\_\_  
Jon Burk, its VP-Corporate Real Estate