

EXHIBIT C

FIRST AMENDMENT TO LICENSE

THIS FIRST AMENDMENT TO LICENSE (“First Amendment”) is entered into this _____ day of _____, 20____ (“**Effective Date**”), by and between the **CITY OF MADISON**, a Wisconsin municipal corporation (“**Licensor**”), and **CCATT LLC**, a Delaware limited liability company (“**Licensee**”).

WHEREAS, Licensor and Licensee (together, the Parties”) entered into that certain License dated December 23, 2022, memorialized by that certain Memorandum of License recorded as Document No. 5881916 on January 12, 2023 (“**License**”), for the use and occupation of a portion of the Licensor-owned park property commonly known as Breese Stevens Field, located at 902 E. Washington Avenue Street in Madison, Wisconsin (“**Property**”); and

WHEREAS, the License provides for the installation of a telecommunications lightpole monopole and associated telecommunications equipment on the Property, as more particularly described and illustrated in the License as the “**Premises**”, together with easements for ingress, egress and general utility purposes as described more fully in the License; and

WHEREAS, Licensor is the current licensor under the License; and

WHEREAS, Licensee is the current licensee under the License; and

WHEREAS, the Parties desire to provide for certain modifications to the License as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend the License as follows:

1. **Recitals; Defined Terms.** The Parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment. Any capitalized terms not defined herein shall have the meanings ascribed to them in the License.

2. **License Fee Increase.** Paragraph 9 “License Fee” of the License is hereby amended to increase the License Fee, as of the Effective Date, to \$45,000 per year, and increasing thereafter as per the Revised License Fee Schedule attached hereto as Exhibit B (intentionally omitted). For avoidance of doubt, the Revised License Fee Schedule wholly replaces the License Fee Schedule contained in the License. Licensee shall pay the License Fee annually, on the first day of the month following the Effective Date. For any partial year occurring after the Effective Date, Licensee shall pay the prorated amount of the License Fee. Licensee shall pay the initial License Fee payment, within thirty (30) days of the Effective Date. Following such increase, the annual License Fee shall continue to increase pursuant to the License Fee Schedule. Licensee Fee due to Licensor during the Term including any extension, renewal or holdover period, shall be distributed to the following beneficiaries (“**License Fees Share**”), which cannot be changed without prior written approval from both beneficiaries:

- a. The License Fee shall be paid at the address set forth to the following payees:
 - i. Ninety percent (90%) of all payments shall be made to the City Treasurer, referenced to Real Estate Project No. 5030, and sent to Economic Development Division, Office of Real Estate Services P.O. BOX 2983 Madison WI 53701-2983, and,
 - ii. Ten percent (10%) of all payments shall be sent to Bella Ranch, LLC, 30 North Gould Street, Suite R, Sheridan, WY 82801, pursuant to a separate agreement between Bella Ranch and Licensor.

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- b. Nothing herein or in any other agreement shall be deemed to imply that Bella Ranch has any rights as Licensor or otherwise under this First Amendment and/or the License, or that any changes to the License must be approved by Bella Ranch (except for changes to the payment due to Bella Ranch, as expressly set forth in this Paragraph 2). In the event of any conflict between this Paragraph 2 and the separate agreement between Bella Ranch and Licensor, then as between Licensor and Bella Ranch, the terms of the separate agreement shall be controlling. Neither the License Fee payees nor their respective percentage shares listed above may be changed without the prior written approval of both payees.
3. **Antennas.** Paragraph 6 “Use” of the License is hereby amended to increase the number of Antennas from nine (9) to fifteen (15) for the modifications requested by Licensee’s sub-tenant, AT&T Mobility Corporation.
4. **Consent.** Licensor hereby acknowledges and consents to Licensee making certain improvements and equipment upgrades on the Tower, as defined in the License, in accordance with the plans and scope of work outlined in Exhibit A (intentionally omitted) (“**Improvements**”) for Licensee sub-tenant AT&T, attached hereto and made a part hereof. All such Improvements shall be in compliance with all laws and all requirements under the License.
5. **One Time Signing Bonus.** As additional consideration to Licensor, Licensee shall pay to Licensor a one-time amount of Seven Thousand Dollars (\$7,000.00) within fifteen (15) days of the full execution of this First Amendment (“**Conditional License Amendment Signing Bonus**”). In the event that this First Amendment is not fully executed by both Parties for any reason, Licensee shall have no obligation to pay the Conditional License Amendment Signing Bonus to Licensor.
6. **Approvals.**
 - a. Licensor’s consent shall be required for all zoning plans and construction drawings prior to submittal for governmental approvals, including any subsequent changes to survey drawings, and any drawings affecting changes to access and utility easements, zoning drawings, and construction drawings, which consent shall not be unreasonably withheld, delayed, or conditioned.
7. **Representations, Warranties and Covenants of Licensor.** Licensor represents, to Licensee as follows:
 - b. Licensor possesses fee simple title to the Property on which the Premises is located and is the Licensor under the License.
 - c. Licensor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Licensor’s obligations under the License as amended hereby.
 - d. To Licensor’s knowledge, Licensee is not currently in default under the License, and to Licensor’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the License.
8. **Choice of Law, Venue, and Forum Selection.** This First Amendment shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this First Amendment that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the Parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

EXHIBIT C (Continued)

9. **W-9.** As a condition precedent to payment, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address.

10. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the License shall remain in full force and effect. Any portion of the License that is inconsistent with this First Amendment is hereby amended to be consistent. All provisions of the License, as amended hereby, shall inure to the benefit of and be binding upon the Parties, their personal representatives, heirs, successors, and assigns.

12. **Memorandum.** A Memorandum of this First Amendment shall be recorded by the Licensor at the office of the Dane County Register of Deeds upon mutual execution. If Licensor does not timely record such memorandum, Licensee shall have the right to record one.

Exhibit C (continued)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be effective as of the Effective Date first set forth above.

LICENSEE

CCATT LLC,
a Delaware limited liability company

Allison Edwards
Print Name: Allison Edwards
Title: Mgr Real Estate
Entity Name: CCATT LLC
Entity Type: LLC
Date: 02/25/2026

LICENSEE ACKNOWLEDGMENT

STATE OF Texas)
) ss:
COUNTY OF Harris)

On the 25th day of February, 2026, before me personally appeared Allison Edwards, and acknowledged under oath that he/she is the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Licensee.

Blaine Traylor
Notary Public: Blaine Traylor
My Commission Expires: 02-14-2028

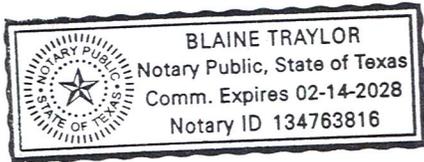


Exhibit C (continued)

LICENSOR:

CITY OF MADISON, a Wisconsin municipal corporation

By: Satya Rhodes-Conway, Mayor

Signature Date

By: Lydia A. McComas, City Clerk

Signature Date

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor, and Lydia A. McComas, City Clerk, on behalf of the City of Madison, are authenticated on this ____ day of _____, 202__.

Matthew Robles, Assistant City Attorney
Member, State Bar of Wisconsin

Approved:

David Schmiedicke Date
Finance Director

Approved:

Eric Veum Date
Risk Manager

Approved as to form:

Michael Haas Date
City Attorney

Execution of this First Amendment by the City of Madison is authorized by Resolution Enactment No. RES-__-_____, File ID No. _____, adopted by the Common Council of the City of Madison on _____.