



DEVELOPMENT APPLICATION

City of Rockwall
Planning and Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087

STAFF USE ONLY

PLANNING & ZONING CASE NO. _____

NOTE: THE APPLICATION IS NOT CONSIDERED ACCEPTED BY THE CITY UNTIL THE PLANNING DIRECTOR AND CITY ENGINEER HAVE SIGNED BELOW.

DIRECTOR OF PLANNING: _____

CITY ENGINEER: _____

PLEASE CHECK THE APPROPRIATE BOX BELOW TO INDICATE THE TYPE OF DEVELOPMENT REQUEST [SELECT ONLY ONE BOX]:

PLATTING APPLICATION FEES:

- MASTER PLAT (\$100.00 + \$15.00 ACRE)¹
- PRELIMINARY PLAT (\$200.00 + \$15.00 ACRE)¹
- FINAL PLAT (\$300.00 + \$20.00 ACRE)¹
- REPLAT (\$300.00 + \$20.00 ACRE)¹
- AMENDING OR MINOR PLAT (\$150.00)
- PLAT REINSTATEMENT REQUEST (\$100.00)

SITE PLAN APPLICATION FEES:

- SITE PLAN (\$250.00 + \$20.00 ACRE)¹
- AMENDED SITE PLAN/ELEVATIONS/LANDSCAPING PLAN (\$100.00)

ZONING APPLICATION FEES:

- ZONING CHANGE (\$200.00 + \$15.00 ACRE)¹
- SPECIFIC USE PERMIT (\$200.00 + \$15.00 ACRE)^{1 & 2}
- PD DEVELOPMENT PLANS (\$200.00 + \$15.00 ACRE)¹

OTHER APPLICATION FEES:

- TREE REMOVAL (\$75.00)
- VARIANCE REQUEST/SPECIAL EXCEPTIONS (\$100.00)²

NOTES:

¹: IN DETERMINING THE FEE, PLEASE USE THE EXACT ACREAGE WHEN MULTIPLYING BY THE PER ACRE AMOUNT. FOR REQUESTS ON LESS THAN ONE ACRE, ROUND UP TO ONE (1) ACRE.
²: A \$1,000.00 FEE WILL BE ADDED TO THE APPLICATION FEE FOR ANY REQUEST THAT INVOLVES CONSTRUCTION WITHOUT OR NOT IN COMPLIANCE TO AN APPROVED BUILDING PERMIT.

PROPERTY INFORMATION [PLEASE PRINT]

ADDRESS 1980 N Goliad St, Rockwall, TX 75087

SUBDIVISION _____

LOT _____

BLOCK _____

GENERAL LOCATION Kroger Marketplace

ZONING, SITE PLAN AND PLATTING INFORMATION [PLEASE PRINT]

CURRENT ZONING retail

CURRENT USE retail

PROPOSED ZONING _____

PROPOSED USE placement of 2 textile recycling bins

ACREAGE _____

LOTS [CURRENT] _____

LOTS [PROPOSED] _____

SITE PLANS AND PLATS: BY CHECKING THIS BOX YOU ACKNOWLEDGE THAT DUE TO THE PASSAGE OF HB3167 THE CITY NO LONGER HAS FLEXIBILITY WITH REGARD TO ITS APPROVAL PROCESS, AND FAILURE TO ADDRESS ANY OF STAFF'S COMMENTS BY THE DATE PROVIDED ON THE DEVELOPMENT CALENDAR WILL RESULT IN THE DENIAL OF YOUR CASE.

OWNER/APPLICANT/AGENT INFORMATION [PLEASE PRINT/CHECK THE PRIMARY CONTACT/ORIGINAL SIGNATURES ARE REQUIRED]

OWNER The Kroger Co.

APPLICANT Texx Team USA LLC

CONTACT PERSON Rick Landrum

CONTACT PERSON Miglena Minkova

ADDRESS 1014 Vine Street

ADDRESS 2614 Andjon Dr

CITY, STATE & ZIP Cincinnati, OH 45202

CITY, STATE & ZIP Dallas, TX 75220

PHONE 513.762.4231

PHONE 973-420-4634

E-MAIL rick.landrum@kroger.com

E-MAIL miglena.minkova@greenteamworldwide.com

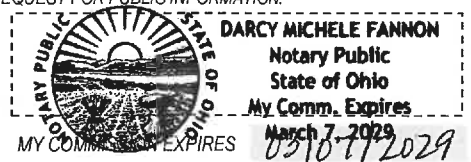
NOTARY VERIFICATION [REQUIRED]

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Rick Landrum [OWNER] THE UNDERSIGNED, WHO STATED THE INFORMATION ON THIS APPLICATION TO BE TRUE AND CERTIFIED THE FOLLOWING:

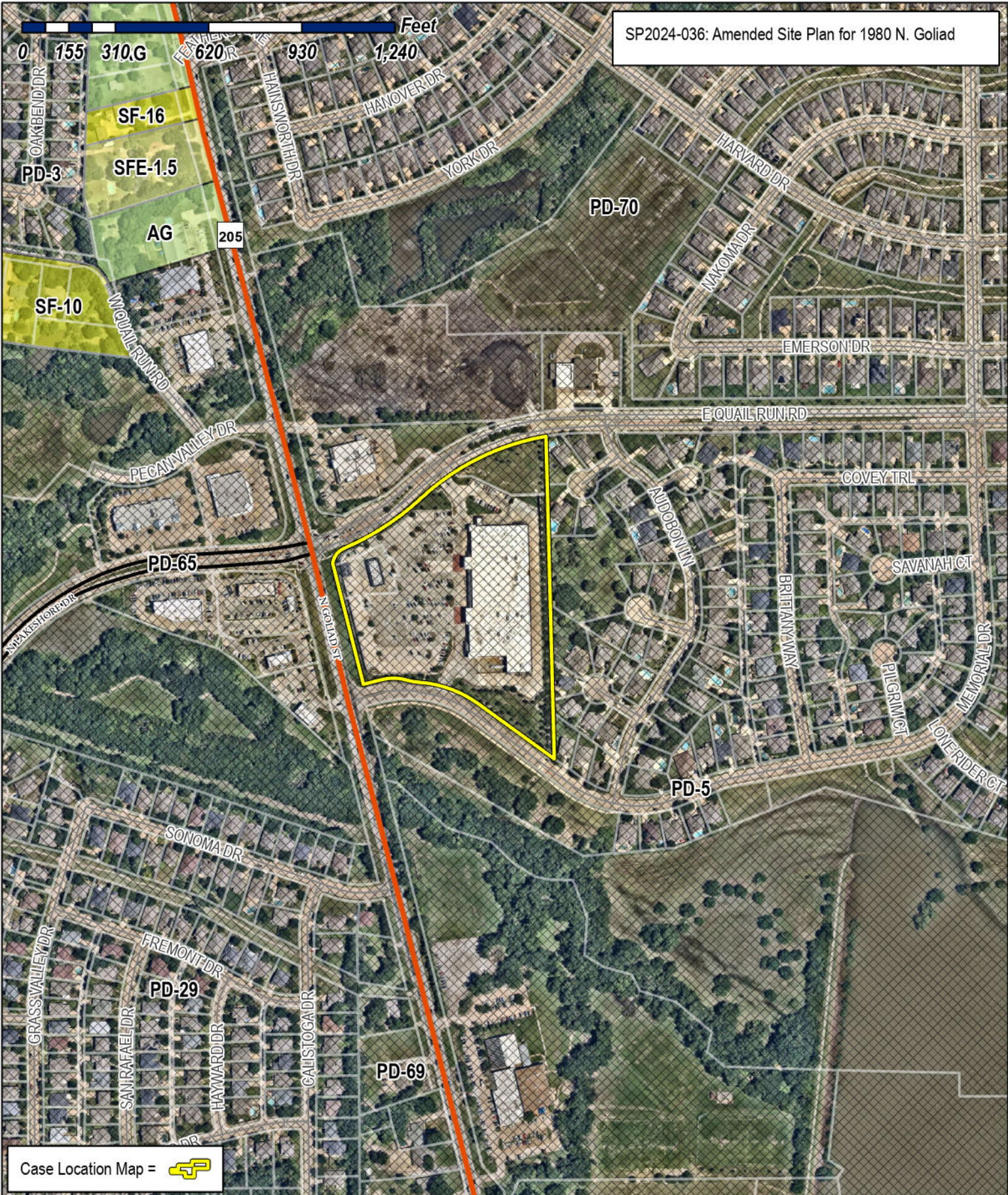
"I HEREBY CERTIFY THAT I AM THE OWNER FOR THE PURPOSE OF THIS APPLICATION; ALL INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT; AND THE APPLICATION FEE OF \$ 100 _____, TO COVER THE COST OF THIS APPLICATION, HAS BEEN PAID TO THE CITY OF ROCKWALL ON THIS THE 15th _____ DAY OF July, 2024. BY SIGNING THIS APPLICATION, I AGREE THAT THE CITY OF ROCKWALL (I.E. "CITY") IS AUTHORIZED AND PERMITTED TO PROVIDE INFORMATION CONTAINED WITHIN THIS APPLICATION TO THE PUBLIC. THE CITY IS ALSO AUTHORIZED AND PERMITTED TO REPRODUCE ANY COPYRIGHTED INFORMATION SUBMITTED IN CONJUNCTION WITH THIS APPLICATION, IF SUCH REPRODUCTION IS ASSOCIATED OR IN RESPONSE TO A REQUEST FOR PUBLIC INFORMATION."

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 18th DAY OF June, 2024
OWNER'S SIGNATURE [Signature]

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Darcy Michele Jannon
DH16



Type text here



Case Location Map = 



City of Rockwall

Planning & Zoning Department
385 S. Goliad Street
Rockwall, Texas 75087
(P): (972) 771-7745
(W): www.rockwall.com

The City of Rockwall GIS maps are continually under development and therefore subject to change without notice. While we endeavor to provide timely and accurate information, we make no guarantees. The City of Rockwall makes no warranty, express or implied, including warranties of merchantability and fitness for a particular purpose. Use of the information is the sole responsibility of the user.



Dear City of Rockwall ,

I hope this letter finds you well. I am writing to request permission to place one clothing bin on the property of Kroger Marketplace located at **1950 N Goliad St, Rockwall, TX 75087, USA**.

At Texx Team USA LLC, we specialize in providing textile recycling solutions to various communities, municipalities, and organizations. Our bins are monitored 24/7 via live feed cameras, ensuring constant surveillance and maintenance. Additionally, we operate seven days a week and visit each location **every single day (per agreement with Kroger Co.)**.

We believe that placing clothing bins at Kroger Marketplace will bring **several benefits to the Rockwall community**. Not only will it provide residents with a convenient and accessible means of recycling unwanted textiles, but it will also contribute to environmental sustainability efforts. Our bins allow for the recovery of non-mandated materials, such as clothing, shoes, and household textiles, which would otherwise end up in landfills. Through our recycling process, over 95% of the materials we collect are reused or recycled, minimizing waste, and conserving valuable resources.

Furthermore, we are committed to providing the City of Rockwall with a **tonnage report** for the location, allowing you to track the impact of our recycling efforts on your community. We have successfully partnered with numerous municipalities, schools, fire departments, and police departments, and we are eager to extend our services to Rockwall residents.

We believe that placing clothing bins at Kroger Marketplace aligns with the city's goals of promoting sustainability and environmental responsibility. We are confident that this initiative will be well-received by residents and contribute positively to the community.

Thank you for considering our request. We look forward to the opportunity to work together to make a difference in the Rockwall community. Should you have any questions or require further information, please do not hesitate to contact me at **973-420-4634** or **miglana.minkova@greenteamworldwide.com**

Sincerely,

Miglana Minkova

Government Relationship Manager

Greenteam Worldwide Recycling Group – part of which is Texx Team USA LLC

COMPUMERIC

To Whom It May Concern:

SECURR, a manufacturer of clothing collection bins and other public waste and recycling receptacles, offers a range of clothing collection bin models in varying sizes and with varying degrees of theft resistance. In response to certain customer applications where it is critical to deny physical entry into the bin to a potential thief through the chute area, SECURR developed a proprietary geared-chute mechanism.

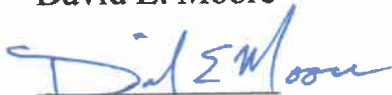
On these geared models, when the loading tray is lifted to deposit a bag or bundle of clothing into the bin, a gearbox to which the tray is attached simultaneously rotates a secondary baffle that blocks access to the inside of the bin until the tray has been lifted high enough for the clothing to drop into the bin. This second moving baffle severely restricts the ability to fish clothing out of the bin, and makes it impossible for a person to climb into the bin through the chute area. We have hundreds of bins in service with this geared-chute design, and it has proven to be 100% effective at keeping people from climbing into our bins.

We provide our customer Green Team Worldwide Environmental Group (aka Texima, aka TexGreen, aka Green Inspiration) with our model CB26G16 bin which uses this gear-driven chute design. We also provide them with retrofit chute assemblies utilizing the geared-chute design to upgrade their fleet of bins made by other manufacturers to restrict access through the chute area.

We can be reached at sales@securr.com if any further information is required on this matter.

Sincerely,

David E. Moore



VP and General Manager

Clothes & Shoes








Click QR code
remember what's behind it!
(714) 344-8222

Clothes & Shoes




Click QR code
remember what's behind it!
(714) 344-8222

We can accept the following textile items:

 Clothes	 Shoes	 Bags	 Accessories	 Bedding
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LEAD
LAW ENFORCEMENT AGAINST DRUGS & HOLENCE
"On the Street and in the Classroom"



Shoes



Click QR code
remember what's behind it!
(714) 344-8222

Following textile items:

		
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LEAD
LAW ENFORCEMENT AGAINST DRUGS & HOLENCE
"On the Street and in the Classroom"



September 9, 2019
Project No. GI201909
Rev. 0

Green Inspiration BC
10-1091 Millcarch St
Richmond, BC
V6V 2H4

Attention: Pavel Lalev, Administrative and Development Manager

Regarding: Clothing Donation Bins - Type CB26G16

Dear Pavel:

West End Engineering Ltd. has completed an engineering assessment of the above-mentioned clothing donation bins proposed for installation in Vancouver. In our opinion, we feel that the construction, design and operation of the donation bins are safe. The key findings of our assessment are provided herein.

The construction and design of the bins is such that it minimizes the possibility of ingress and damage due to regular use. They are painted and therefore suitable for outdoor exposure.

We note that while the bins weigh 274 kg and are therefore difficult to move, permanent anchorage could be provided at the discretion of the owner. Our assessment did not address the issue of permanent anchorage or the possibility of using heavy machinery (forklifts, etc.) in order to handle the bins.

We note that the City of Delta has approved the use of these bins without engineering certification and that hundreds of this model of bin are in service in the United States.

This assessment was performed based solely on the information provided to us by Green Inspiration and is therefore limited to the data provided. The bin manufacturer does not disclose certain proprietary information. No guarantees as to the performance or safety of the bins are therefore given or implied aside from what could be readily determined from the data provided.

We trust that the above is satisfactory for your purposes but if you have any questions, please do not hesitate to contact us.

Kind regards,
West End Engineering Ltd.



Per: Igor Sikhimbaev, P.Eng
Principal Structural Engineer
604-721-0980
igor_ca@hotmail.com

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (the "Agreement") is executed this ____ day of December, 2023 ("Effective Date"), by and between KROGER TEXAS L.P., an Ohio limited partnership, hereinafter referred to as "Licensor," and TEXX TEAM USA LLC, a Texas corporation, hereinafter referred to as "Licensee."

RECITALS

Licensor and Licensee desire to enter into an agreement allowing Licensee to utilize certain space within Licensor's shopping centers listed on Exhibit "A" (each a "Shopping Center" and collectively or in the plural, "Shopping Centers") for the operation of Green Team donation bins as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows.

1. **GRANT OF LICENSE/LICENSED AREA(S).** Licensor hereby grants a temporary, revocable license to Licensee to use space in the Shopping Centers for the purpose set forth in Section 4 of this Agreement, subject to any restrictions of record. The "Licensed Area" at each Shopping Center shall consist of that certain portion of the parking lot in each Shopping Center depicted on Exhibit "B" (each a "Licensed Area" and collectively or in the plural, "Licensed Areas"). Licensee shall confine its operations to be wholly within the applicable Licensed Area. Licensor shall have the right to relocate the Licensee to a different location in a particular Shopping Center if Licensor determines in its sole, but good faith opinion, that Licensee's operations would be better utilized or Licensor's space requirements would be better facilitated pursuant to such relocation. Nothing contained in this Agreement shall be deemed to create any interest in Licensee other than a revocable, temporary license. In no event shall this Agreement be deemed to have created a lease, possessory right, easement or greater estate notwithstanding any expenditure, action or reliance on the part of Licensee.

2. **TERM.** The term of this Agreement ("Term") shall be one (1) year, commencing on January 1, 2024, and expiring December 31, 2024, and shall continue thereafter on a month-to-month basis only, provided, however, that Licensor shall be entitled to terminate this Agreement at any time during the Term for any reason or no reason at all, with or without cause, upon forty-eight (48) hours prior written notice to the Licensee.

3. LICENSE FEE

3.01 Licensee agrees to pay to Licensor, without offset, demand or notice, a monthly license fee of FOUR HUNDRED AND FIFTY DOLLARS (\$450.00) per Shopping Center location ("License Fee") for the right to use each Licensed Area, which Licensed Area may contain no more than (3) donation bins. The applicable Licensee Fee shall be paid by checks or drafts to Licensor and mailed to such address as may from time to time be designated in writing by Licensor, but shall initially be sent to the address set forth in Section 3.04 of this Agreement below; and shall be payable in monthly installments, each due in advance on or before the first day of each month.

3.02 License Fees for any period which is for less than one (1) month shall be a prorated portion of the monthly installment herein based upon a thirty (30) day month.

3.03 In the event Licensor is required to increase Shopping Center clean-up and maintenance as a result of Licensee's services performed in a Licensed Area, Licensor shall provide Licensee with written notice of such amount of increase to Licensor, whereupon Licensee shall have three (3) days from the date of receipt of such written notice to remedy or otherwise perform, at Licensee's own expense, such increased clean-up and maintenance. In the event Licensee fails within said three-day period to take such action, Licensor shall assess Licensee for the reasonable estimated cost of the increased clean-up and maintenance, which assessments Licensee shall pay monthly as an increase in its monthly License Fees.

3.04 Initially, and until further notice from Licensor, Licensee shall make payment of the License Fees as follows:

Kroger Teas L.P.
c/o 1045, LLC
1045 South Woods Mill Road
St. Louis, Missouri 63017

4. USE

Licensee shall use the Licensed Areas for the sole purpose of a placement/operation of a Green Team clothing donation bin consistent with the majority of Licensee's donation bins in the region as proposed and approved by Licensor and for no other purpose. Licensor makes no warranties or representation as to Licensee's ability to conduct the Licensee's proposed license use. In the event that Licensee is unable to operate due to governmental restrictions, laws, ordinances, codes or similar mandates, or in the event any restrictions of record would prevent Licensee from operating from a particular Licensed Area, either Licensee or Licensor may terminate this Agreement with thirty (30) days' advance written notice from the terminating party to the other.

4.02 Licensee agrees to conform to all public authority, by whomsoever asserted, regarding the use, occupancy and/or condition of the Licensed Area and to indemnify and save Licensor harmless from all loss, cost and expense, including reasonable attorney's fees, which may result from a failure to do so.

4.03 [Intentionally Deleted]

4.04 Licensee agrees to operate a first-class business and to do nothing which would detract from or lessen the image of Licensor's business. Without limiting the foregoing, it is specifically agreed that (i) Licensee's employees shall be appropriately dressed and groomed at all times, consistent with Licensor's standards for its own employees; (ii) the appearance of the Licensed Area shall, at all times, be orderly, neat and clean; and (iii) Licensee shall not conduct its business in an unethical manner which may result in complaints by Licensor's customers regarding Licensee's business practices, products, or customer service practices.

4.05 Licensee shall keep a twenty-four hours/seven (24-7) days a week hotline number visibly posted on each bin. Upon receipt of any complaints and notice from Licensor or other parties, Licensee shall respond in no more than twelve (12) hours. Otherwise, Licensor shall exercise default remedies including but not limited to the termination of this Agreement as provided in sections two (2) and twelve (12) herein.

4.06 Licensee shall not, without Licensor's prior written consent, keep anything within the Licensed Area or use the Licensed Area for any purpose which increases the insurance premium cost for, or invalidates, any insurance policy carried by Licensor on the Premise(s) or other parts of Licensor's food and drug store(s). All property kept, stored or maintained within the Licensed Area by Licensee shall be at Licensee's sole risk.

4.07 Without limiting the restriction on use of the Licensed Area(s) set forth in Section 4.01 of this Agreement or otherwise of record, Licensee shall not conduct within the Licensed Area any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease," or similar promotional sales event, or sell from the Licensed Area "seconds" or "generics" or operate as a "surplus" store (provided the Licensed Area is permitted to receive donations that would otherwise be sold in a surplus store). Licensee shall not permit any objectionable or unpleasant odors to emanate from the Licensed Area; nor place or permit to be placed any radio, television, loudspeaker or amplifier within or about the Licensed Area which can be seen or heard from outside the Licensed Area; nor place any antenna, or satellite dish on the exterior of the Licensed Area; nor take any action which would constitute a nuisance or would disturb or endanger customers or employees within Licensor's store (s) or unreasonably interfere with their use of such stores; nor do anything which would tend to injure the reputation of the Licensor's store(s).

5. **TAXES.** Licensor shall pay all taxes and assessments upon the property on which the Licensed Area is located, which are assessed during the term of this Agreement. However, Licensee shall pay all taxes attributable to any equipment, trade fixtures or personalty of Licensee located in or on the Licensed Area at each location.

6. **IMPROVEMENTS, MAINTENANCE, REPAIR AND RESTORATION OF DAMAGE, SIGNS**

6.01 [Intentionally Deleted]

6.02 By placing its bin in a Licensed Area, Licensee shall be deemed to have accepted the Licensed Area as being in satisfactory condition and repair and in its "as-is," "where-is" and "with all faults" condition. Licensee shall, at Licensee's sole cost and expense, keep the Licensed Area and every part thereof in a neat and orderly good condition and clear of debris, refuse and free from dumping of same. Licensee shall, upon the expiration or sooner termination of this Agreement, return the Licensed Area to Licensor in the same condition as received, reasonable wear and tear excepted. Any damage to the common area of the applicable Shopping Center and/or adjacent property or improvements caused by Licensee's use of the Licensed Area and/or removal of Licensee's property from same shall be promptly (and in any event, prior to the termination of this Agreement) repaired at the sole cost and expense of Licensee.

6.03 Licensee shall maintain all parts of the Licensed Area and all improvements constructed or placed thereon, without exception, which Licensee shall maintain in good order and state of repair and in a safe and sanitary condition and repair as at the commencement of the term except for aging by the elements which cannot be corrected by good maintenance practice continuously conducted. Licensee further agrees to keep such Licensed Area orderly, attractive and clean at all times - free of debris and trash and from dumping of same.

6.04 Licensee agrees that it will at all times in the repair and maintenance and in the occupancy and use of the Licensed Area conform in all matters with every law, order, regulation and requirement of all governmental authorities and/or any and all Shopping Center rules and regulations, and restrictions of record, and will hold and save Licensor harmless and free of all expense and liability arising from Licensee's failure to comply with this paragraph, including attorney's fees.

6.05 If Licensee shall at any time fail to maintain or make any repair reasonably required of Licensee under this Agreement within five (5) days after receipt of Notice from Licensor so to do (except in the event of an emergency, in which case no prior notice from Licensor shall be required), Licensor may at its option enter upon the Licensed Area, make such maintenance or repair and charge the reasonable cost thereof to Licensee, which Licensee agrees to pay to Licensor, upon demand, together with interest

thereon at the rate often percent (10%) per annum (or the maximum interest rate permitted under applicable law) from the date incurred to the date paid.

6.06 [Intentionally Deleted]

7. **RIGHT TO ENTER.** The right is reserved to Licensor, Licensor's grantors, its agents and workmen, at all reasonable times, to enter upon any part of the Licensed Area for the purposes of inspecting same and making any repairs which Licensor may deem necessary for the health, safety or protection of the public, the protection or preservation of the building or its equipment or appurtenances and/or to exhibit the same to prospective purchasers. Under such circumstances, where Licensee is not in default pursuant to Paragraphs 6.02 or 6.03 above, Licensor shall be responsible for any damage it causes to Licensee's equipment or improvements or for any injury to persons.

8. **TITLE TO FIXTURES.** Licensor shall not acquire any title or interest in any fixtures or equipment placed by Licensee on the Licensed Area. Licensee may at any time, or from time to time, remove or exchange any or all such, equipment, property and materials, and Licensee prior to the termination of this Agreement, may remove from said Licensed Area all of such, equipment, property and materials constructed or installed by it. Licensee agrees to repair, at its sole expense, all damages that may result from the removal of such improvements and other property and restore the Licensed Area to its condition prior to the commencement of this Agreement, reasonable wear and tear excepted.

9. [Intentionally Deleted]

10. **LIABILITY INSURANCE.** Licensee covenants that at all times during the term of this Agreement it shall keep in effect insurance coverage with qualified insurance companies (as defined below) covering Workers' Compensation, Employers' Liability, Automobile Liability and Commercial General Liability, including product liability, all with such limits as are set forth below to protect Licensor and Licensee pursuant hereto and from the liabilities insured against by such coverages. Such coverage shall name Licensor as an additional insured. Licensee shall furnish Licensor with a certificate evidencing the insurance required by this paragraph and evidencing the obligation of its insurance carriers not to cancel or materially amend such policies without twenty (20) days prior written notice to Licensor. The insurance coverages required by this paragraph shall conform to the following:

Type of Insurance	Limits per Occurrence
Workers' Compensation	Statutory Limits
Employers' Liability or Stop gap coverage	\$ 500,000
Automobile Liability	\$ 500,000
Commercial General Liability	\$3,000,000 per occurrence
With contractual liability	\$3,000,000 aggregate,
Endorsement	\$ 500,000 property damage
Product Liability	\$2,000,000

To be a qualified insurance company hereunder, said insurance company must:

- (i) be licensed and admitted to do business in the state where the applicable Licensed Area is located;
- (ii) have a policy holders' rating of B+ or above and have a financial category rating of Class VII or above in the most recent edition of "Best's Key Rating Guide."

11. [Intentionally Deleted]

12. **DEFAULT AND ENFORCEMENT OF AGREEMENT.** If Licensee shall default in the fulfillment of any of the covenants or conditions hereof except payment of License Fees, Licensor may, at its option, after fifteen (15) days prior written notice to Licensee, terminate this Agreement unless within said interval Licensee shall have corrected the breach specified in said notice and thereupon such termination shall be as complete and effective as if this Agreement shall have expired by its terms, and Licensee shall thereupon quit and surrender the Licensed Area.

If Licensee shall default in the payment of License Fees, or any part thereof, or in making any other payment herein required, and such default shall continue for a period of ten (10) days after receipt of written notice to Licensee, or if the Licensed Area or any part thereof shall be abandoned, or if Licensee shall cease to operate from the Licensed Area, or if Licensee shall be dispossessed therefrom by or under any authority other than Licensor, or if Licensee shall institute any proceeding under any insolvency or bankruptcy act seeking to effect a reorganization or an arrangement with its creditors, or if in any proceeding based upon the insolvency of Licensee or relating to bankruptcy proceedings a receiver or trustee shall be appointed for Licensee, or the Licensed Area, or if any proceeding shall be commenced for the reorganization of Licensee, or if the Licensed Area shall be taken on execution or by any process of law (provided such involuntary proceedings are not dismissed within sixty (60) days), or if Licensee shall admit in writing its inability to pay its obligations as they become due, then Licensor may, at its option, terminate this Agreement, by written notice, and Licensor or its agents may immediately or at any time thereafter re-enter the Licensed Area and Licensee shall thereafter have no rights hereunder. After default, Licensee shall pay Licensor such reasonable damages as result from Licensee's breach. In addition to any other remedy provided by law or permitted herein upon Licensee's default, Licensor may, at its option, but without being obliged so to do, take possession of the Licensed Area, re-license the same on behalf of Licensee, applying any monies collected, first to the payment of expenses of obtaining possession; second, to the payment of costs of placing the Licensed Area in usable condition; and third, to the payment of License Fees due hereunder, and any other charges due Licensor; and Licensee shall remain liable for any deficiency in fees or royalty which shall be paid to Licensor upon demand. Any amount not paid within ten (10) days of the due date shall bear interest from the date due at the rate of one and one half percent (1 1/2%) per month or the highest legal rate of interest, whichever is lower, until paid. Licensee agrees to pay all costs and a reasonable attorney's fee incurred by Licensor in enforcing any provision hereof, or in obtaining possession of the Licensed Area or in following any other remedy provided Licensor by law, whether by suit or otherwise. Waiver of any of the covenants hereof by Licensor shall not be deemed or taken to be a waiver of any succeeding or other breach. Licensor may pursue any remedy herein provided or which it may have at law alternatively or concurrently and the pursuit of any remedy herein provided or which may be available at law shall not constitute a waiver of, or estoppel to, pursue any other such remedy.

13. **ATTORNEYS' FEES.** In the event of litigation or dispute arising from default in performance of any of the provisions of this Agreement by either Licensor or Licensee, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and costs of action incurred. In the event that Licensor shall, by reason of acts or omissions by Licensee, or by any other reason arising out of the Licensor-Licensee relationship, be made a party to litigation commenced by a person other than the parties hereto, then Licensee shall pay all costs, expenses and reasonable attorneys' fees incurred by the other party which arise from or are in connection with such litigation.

14. **ASSIGNMENT AND SUBORDINATION OF AGREEMENT.** Licensee shall not sub-license, or assign all or any portion of the Licensed Area, either in whole or in part, or assign Licensee's rights in and to this Agreement, without the prior written consent of Licensor, which consent may be withheld in

Licensor's sole and arbitrary discretion. No permitted sub-license or assignment shall release Licensee from any of its obligations under the terms of this Agreement, and Licensor shall at all times have the right to look to Licensee for the performance of all of the covenants to be performed on the part of Licensee.

15. NOTICES

Any notice or other communication under this Agreement shall be in writing and shall be either personally delivered or mailed by first class registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Licensor: Kroger Texas L.P.
c/o The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Real Estate Shared Services

With a copy to: The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202
Attn: Law Dept. -- Division 035

With a copy to: 1045, LLC,
1045 South Woods Mill Road
St. Louis, Missouri 63017

Licensee: Texx Team USA LLC
Attn: Miglena Minkova
2614 Andjon Drive, Dallas, Texas 75220

Subject to the right of either party to designate by notice in writing any new address to which notices, demand and installments of License Fees may be sent.

16. SECURITY DEPOSIT. Concurrently with Licensee's execution of this Agreement, Licensee has deposited with Licensor the amount of FIVE THOUSAND Dollars (\$5,000.00). Said sum shall be held by Licensor as security for the faithful performance by Licensee of all the terms, covenants and conditions of this Agreement to be kept and performed by Licensee. If Licensee defaults with respect to any provisions of this Agreement, including but not limited to the provisions relating to the payment of License Fees, Licensor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the Payment of any License Fees or any other sum in default, or the payment of any amount which Licensor may spend or become obligated to spend by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of the Security Deposit is used or applied Licensee shall, within (5) days after written demand therefor, deposit cash with Licensor in an amount sufficient to restore the Security Deposit to its original amount and Licensee's failure to do so shall be a default under this Agreement. Licensor shall not be required to keep the Security Deposit separate from its general funds, and Licensee shall not be entitled to interest on such deposit. If Licensee shall fully and faithfully perform every provision of this Agreement to be performed by it, the Security Deposit or any balance thereof shall be

returned to Licensee (or, at Licensor's option, to the last assignee of Licensee's interest hereunder) within thirty (30) days following expiration of the Term.

17. **LIENS.** Licensee agrees and covenants that it will not cause or suffer the creation of any mechanic liens, or other liens for any labor performed or materials furnished for or on behalf of Licensee, which may cloud or impair Licensor's title or interest in the Store or the Licensed Area, and that if any such liens shall arise due to an act or omission of Licensee, Licensee shall promptly remove the same at its own expense or otherwise undertake the defense of an action to enforce or foreclose said lien; provided, however, for so long as Licensee in good faith resists the enforcement and foreclosure of said lien, Licensee shall not be in default under this Agreement. If Licensee does not promptly remove any lien as above provided, Licensor shall have the right at its option to do so and charge Licensee the amount thereof and Licensee shall immediately repay Licensor the amount thereof.

18. **INDEMNITY.** Licensee acknowledges and agrees that it enters onto the Licensed Area at its sole risk and expense and accepts the Licensed Area in its "as is," "where-is," and "with all faults" condition hereby releasing Licensor from any and all liability for injury or property damage occurring to Licensee while on the Licensed Area regardless of cause, including the negligence or fault of Licensor. Licensee shall indemnify and hold harmless Licensor against and from any and all claims arising from Licensee's use of the Licensed Area or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Licensee in or about the Licensed Area, and shall further indemnify and hold harmless Licensor from and against any and all claims arising from any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement, or arising from any act or negligence of Licensee, or any officer, agent, employee, guest, or invitee of Licensee, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceedings brought thereon. If any action or proceeding be brought against Licensor by reason of such claim, Licensee upon notice from Licensor shall defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to property or injury to persons in, upon or about the Licensed Area; and Licensee hereby waives all claims in respect thereof against Licensor or any of its contractors, agents, employees, customers or others for whom Licensor might otherwise be responsible. Licensee shall give prompt notice to Licensor in case of casualty or accidents in the Licensed Area.

Licensor or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water or rain which may leak, drain, or spread from any part of the Shopping Center or from the pipes, appliances or plumbing works therein, street or subsurface or from any other place resulting from dampness or any other cause whatsoever. Licensor or its agents shall not be liable for interference with the light, air or for any latent defect in the Licensed Area.

19. **EXUSABLE DELAYS (FORCE MAJEURE).** If either party is delayed, prevented, or hindered from the performance of any covenant or condition of this Agreement other than the payment of money (for which there will be no period of delay) because of acts of the other party, acts of God, action of the elements, war invasion, insurrection, acts of public enemy, riot, mob violence, civil commotion, sabotage, labor disputes, inability to procure or general shortage of labor, materials, facilities, equipment, or supplies on the open market, failure of or delay in transportation, laws, rules, regulations, or orders of governmental or military authorities, or any other cause beyond the reasonable control of the party so obligated, whether similar or dissimilar to the foregoing, such performance shall be excused for the period of the delay, and the period for such performance shall be extended for a period equivalent to the period of such delay.

20. **ADVERTISING; DEMOGRAPHIC INFORMATION.** Licensee shall not use the Licensor's brand names for Licensee's advertising and promotions except only to the extent reasonably necessary to identify Licensee's business location(s) and for no other use, and in any event, only with the prior written consent of Licensor. Any unauthorized use of otherwise shall automatically terminate the rights of Licensee in this Agreement and subject Licensee to all remedies available in this Agreement, at law and in equity.

21. **COMMON AREA.** Licensee, its customers, agents, contractors and employees, shall be permitted to use Licensor's parking area on a non-exclusive basis. However, Licensee agrees to require its employees to park in the area designated by Licensor for pick-ups. In no way shall Licensee block drive aisles or additional parking spaces other than the temporary use of a parking space next to bin for donation retrievals.

22. **SUBROGATION.** As long as their respective insurers so permit, Licensor and Licensee hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

23. **MISCELLANEOUS**

23.01 **Waiver.** The waiver by either party of any of the covenants contained herein shall not be deemed a waiver of such party's rights to enforce the same or any other covenant contained herein. The rights and remedies given to the parties hereunder shall be in addition to, and not in lieu of any right or remedy as provided by law.

23.02 **Use of Terms.** The terms, "Licensor" and "Licensee," shall include the plural, if necessary. All terms used in the singular or in the masculine gender shall apply to the plural or to the feminine or neutral gender as the context may require. If there is more than one Licensee named herein, their obligations hereunder shall be joint and several.

23.03 **Time is of the Essence.** Time is of the essence of the Agreement.

23.04 **Relationship.** This Agreement shall not nor shall any part thereof be construed as a joint enterprise, a partnership, or any other relationship except that of Licensor and Licensee.

23.05 **Successors and Assigns.** This Agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of all of the parties hereto (and with respect to Licensor, the rights and benefits of Licensor shall inure to the benefit of its parent, affiliates, and subsidiaries and may be directly enforced by such parent, affiliates, and subsidiaries).

23.06 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the applicable Licensed Area is located.

23.07 **Counterparts.** This Agreement may be signed in multiple counterparts which, including via electronic means and signatures (such as fax, pdf, DocuSign and the like, which signatures will be considered original) when signed by all parties, shall constitute a binding agreement.

23.08 **Entire Agreement.** This Agreement reflects, supersedes and merges all the prior agreements and negotiations of the parties hereto with respect to its subject matter, and contains their entire agreement.

23.09 **Further Assurances.** The parties agree to promptly sign all documents reasonably required to give effect to the provisions of this Agreement.

23.10 **Severability.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

23.11 **Legal Advice.** Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

23.12 **Consents.** Licensor and Licensee each represent and warrant to the other that each respective party has the full right, legal power and actual authority to enter into this Agreement, and has obtained the consent of any and all persons, firms or entities, including lenders, as is required to enter into this Agreement.

23.13 **Incorporation of Recitals.** Licensor and Licensee hereby acknowledge and agree that the facts stated in the Recitals above are true and correct and are hereby incorporated into this Agreement.

23.14 **Brokers and Consultants.** Licensor and Licensee each represent and warrant to the other that they have not dealt with or been represented by any brokers, consultants, agents, finders, or other persons or entities in connection with this transaction other than 1045, LLC, as real estate consultant for Licensor. Licensor agrees to indemnify, defend and hold Licensee harmless from the claim of any other broker, consultants, agents, finders, or other persons or entities claiming through Licensor and Licensee agrees to indemnify, defend and hold Licensor harmless from the claim of any other broker, consultants, agents, finders, or other persons or entities claiming through Licensee.

24. **CONFIDENTIALITY.** Each party agrees to hold all disclosed confidential or proprietary information or trade secrets of the other party in trust and confidence and such shall not be disclosed to any other person or entity without the express written consent of such other party.

25. **HAZARDOUS MATERIALS.** Licensee is responsible for, shall remove and shall indemnify Licensor in connection with all hazardous materials and substances created by Licensee.

26. **TRANSFER OF LICENSOR'S INTEREST.** Licensor reserves the right to terminate this Agreement, without cause, if Licensor elects to sell, assign or transfer that portion of the Shopping Center where the Licensee is located. Licensor shall provide notice to Licensee in all instances of an assignment or transfer of Licensor's interest in the Agreement.

[Remainder of page is blank; signatures follow]

IN WITNESS WHEREOF, this Agreement is executed the day and year first hereinabove written.

Licensor:

KROGER TEXAS L.P.

an Ohio limited partnership

By: KRGP LLC, an Ohio limited liability company,
its general partner

By:

Name: Rick J. Landrum

Its: Vice President

Licensee:

TEXX TEAM USA LLC, a Texas corporation

By:

Name: Miglena Minkova

Its: Development Manager

Exhibit A

Division	Store	Fee (\$)
035-Dallas Operating Division	00445	\$450
035-Dallas Operating Division	00451	\$450
035-Dallas Operating Division	00460	\$450
035-Dallas Operating Division	00495	\$450
035-Dallas Operating Division	00527	\$450
035-Dallas Operating Division	00530	\$450
035-Dallas Operating Division	00543	\$450
035-Dallas Operating Division	00548	\$450
035-Dallas Operating Division	00561	\$450
035-Dallas Operating Division	00562	\$450
035-Dallas Operating Division	00563	\$450
035-Dallas Operating Division	00565	\$450
035-Dallas Operating Division	00572	\$450
035-Dallas Operating Division	00574	\$450
035-Dallas Operating Division	00575	\$450
035-Dallas Operating Division	00576	\$450
035-Dallas Operating Division	00578	\$450
035-Dallas Operating Division	00579	\$450
035-Dallas Operating Division	00580	\$450
035-Dallas Operating Division	00584	\$450
035-Dallas Operating Division	00585	\$450
035-Dallas Operating Division	00592	\$450
035-Dallas Operating Division	00594	\$450
035-Dallas Operating Division	00596	\$450
035-Dallas Operating Division	00598	\$450
035-Dallas Operating Division	00695	\$450

- 1980 N GOLIAO ST, ROCKWALL
 - 2935 RIDGE RD, ROCKWALL
 -

19180 N GOLIAD ST, ROCKWALL

035-00574



2935 RIDGE RD , ROCKWALL

035-00575

