

RESOLUTION 2014-190

**A RESOLUTION AUTHORIZING EXECUTION OF
FIRST AMENDMENT TO MARKET LICENSE AGREEMENT
WITH BENSIDOUN USA, INC.**

WHEREAS, Bensidoun, USA, Inc., and the Village of Vernon Hills have a Market License Agreement that commenced on June 18, 2012 which provides for an open-air French Market in a portion of the Metra station parking lot; and

WHEREAS, the Parties are desirous of extending the term of the license from its current expiration date of May 31, 2015 to November 1, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois:

That the President and Village Clerk are hereby authorized to execute the First Amendment to Market License Agreement between the Village of Vernon Hills and Bensidoun USA, Inc., as attached as Exhibit A, subject to attorney's approval.

Dated the 16th of December, 2014

Adopted by roll call vote as follows:

AYES: 5 – Williams, Hebda, Schultz, Schwartz, Marquardt

NAYS: 0 - None

ABSENT AND NOT VOTING: 1- Koch

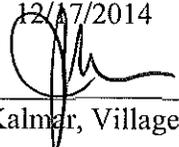


Roger Byrne, Village President

PASSED: 12/16/2014

APPROVED: 12/16/2014

ATTEST: 12/17/2014



John M. Kalmar, Village Clerk



FIRST AMENDMENT TO
MARKET LICENSE AGREEMENT

This First Amendment to Market License Agreement (herein known as "First Amendment") is made as of December 16, 2014, by and between the Village of Vernon Hills, Illinois, an Illinois municipal corporation (the "LICENSOR") and Bensidoun USA, Inc., an Illinois corporation (the "LICENSEE").

WHEREAS the Parties current have a Market License Agreement for certain Licensed Premises, commencing June 18, 2012; and

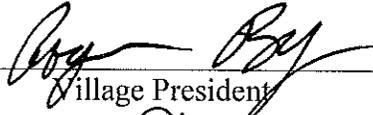
WHEREAS the LICENSEE has requested that LICENSOR extend the term of the license from its current expiration date of May 31, 2015 to November 1, 2017, pursuant to the terms set forth in the Market License Agreement between the Parties.

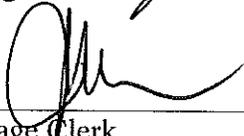
NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. CONTINUATION OF EXISTING AGREEMENT. Except as set forth in this First Amendment, all of the terms covenants, and conditions of the original Market License Agreement between the Parties, and the rights and obligations of the Parties thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised or changed by this First Amendment.
2. TERM OF AGREEMENT. The term of the Market License Agreement shall be extended and shall continue until November 1, 2017, at which time it will expire unless the parties mutually agree in writing to renew the Market License Agreement for an additional term. If the LICENSOR decides not to renew at the end of the term of this First Amendment, the LICENSOR will guarantee that they will not allow an open-air market on this location for 1 year from the date of termination.

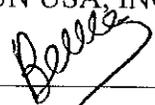
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

VILLAGE OF VERNON HILLS

By:  _____
Village President

By:  _____
Village Clerk

BENSIDOUN USA, INC.

By:  _____

Title: EXECUTIVE VICE PRESIDENT
BENSIDOUN USA INC.