REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of the 1st day of June, 2012, by and between Macerich Lake Square Mall LLC (Owner) and The City of Leesburg ("Utility Co.").

WITNESSETH:

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility Co. will need temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility Co., it contractors, and other utilities assisting Utility Co.; and

WHEREAS, Utility Co. will be responsible to secure the temporary staging areas against theft, vandalism and site abuse, and to install temporary lighting during darkness; and

WHEREAS, Owner is willing to provide a revocable license to Utility Co. to temporarily use designated portions of its property for a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility Co. agrees that upon the completion of its emergency storm restoration work, the staging area will be returned to its previous condition.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility Co. a revocable license to use the area of its parking lot designated on Exhibit "A" attached hereto (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.

2. To the fullest extent permitted by applicable law, Utility Co., shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities ("Owner Parties") from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility Co. or any of it subcontractors or assisting utility companies, in any way relating to or resulting from, arising out of, or in connection with, whether in whole or in part, the use of the Space, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed upon any of the Owner Parties, except to the proportional extent that

a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the shopping center is located that a Claim was proximately caused by the intentional wrongdoing or sole negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of the Section shall survive the expiration or earlier termination of the Agreement and all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility Co. shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility Co.'s sole cost and expense, obtain and maintain the following policies of insurance with respect to liability arising out of Utility Co.'s ongoing and completed operations and providing that no such insurance may be cancelled without at least thirty (30) days written notice to Owner by certified mail to Owner.
    a. A commercial general liability policy, including contractual liability coverage with respect to this Agreement with combined single limits of not less than $5,000,000.00 per occurrence, with a $5,000,000.00 policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions.
    b. An automobile comprehensive policy with combined single limits of not less than $2,000,000.00 per occurrence.
    c. Workmen's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located.
    d. Employer's liability insurance with a $1,000,000.00 limit.

   All policies of insurance required of Utility Co. under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the shopping center is located and have an A.M. Best Rating of at least A VIII. A copy of each insurance or a legally enforceable certificate of insurance on all insurance policies required of Utility Co. under this Agreement, shall be deposited with Owner promptly on or before the commencement of the term of this Agreement. Any insurance provided by Owner Parties shall be strictly excess, secondary and non-contributory of the insurance coverage provided by Utility Co.

4. The Space will be made available to Utility Co. on an "as is" and "where is" basis without any representation or warranties of any kind or nature as to its condition or suitability for Utility Co.'s intended purpose. Utility Co. will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility Co. shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility Co.'s opinion constitute an unreasonably dangerous condition, and/or post warnings to Utility Co.'s employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility Co. shall be responsible for security and protection of the Space,

including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility Co.'s personal property and Utility Co.'s employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance of the Space.

5. Utility Co. shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility Co. will restore the property to at least its original condition.

6. This Agreement shall be for a term of one (1) year commencing on June 1, 2012 and ending on May 31, 2013, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives effective as of the date first written above.

City of Leesburg
PO Box 490630
Leesburg, FL 34749-0630

By: _____

Title: _____

Attest: _____

Lake Square Mall – Leesburg, FL
Macerich Lake Square Mall LLC

By: _____
Ron Sikora

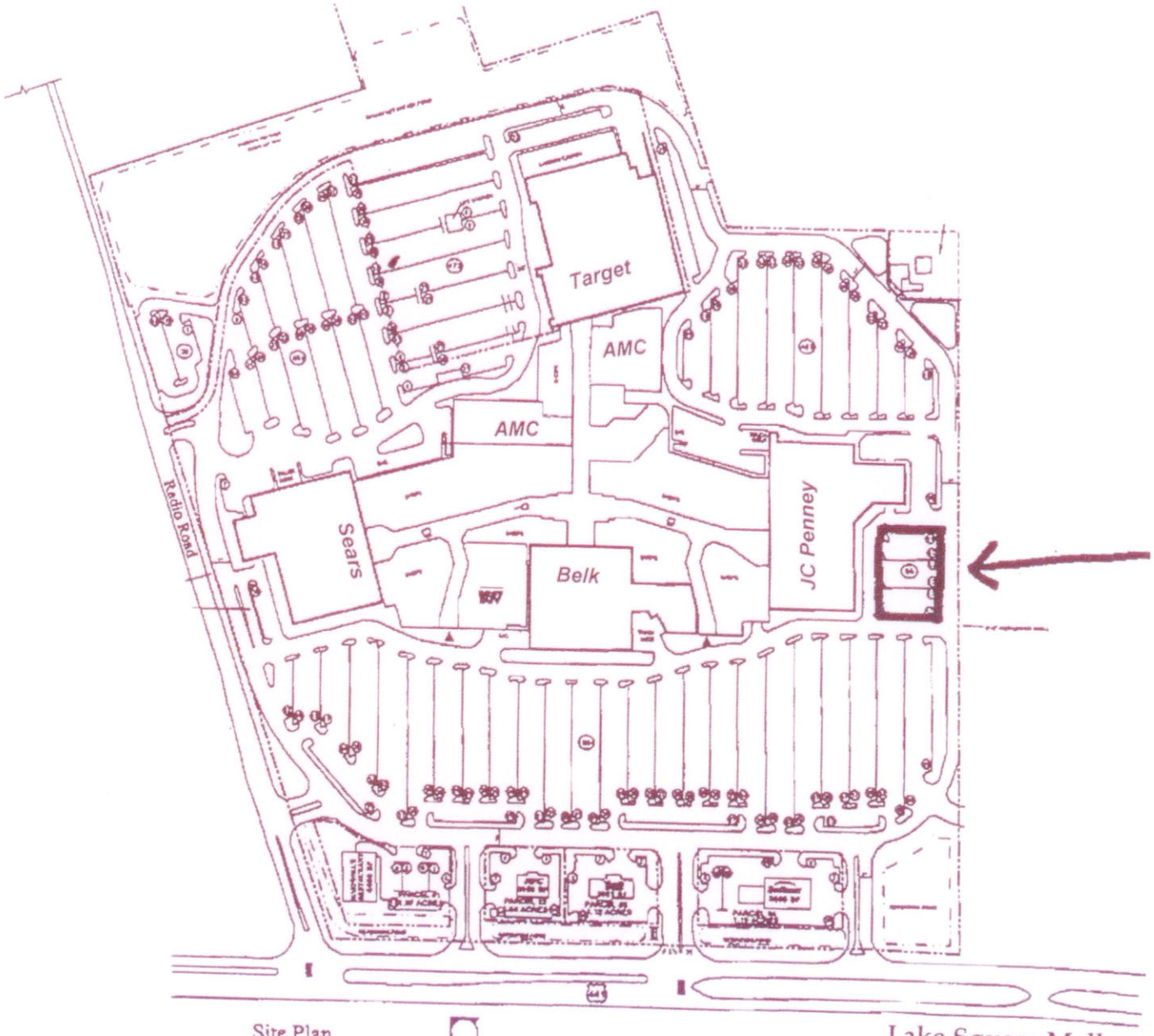
Title: Property Manager
Property Manager

EXHIBIT "A"

As an attachment to the Revocable License Agreement by and between Macerich Lake Square Mall LLC and the City of Leesburg.

The Space is described as that portion of the parking lot of Lake Square Mall as more particularly set forth on the map attached hereto.

CITY OF LEESBURG
POWER/WATER COMPANY



Site Plan

0 110 220

Lake Square Mall
10401 US Hwy 441
Leesburg, FL 34788