

THIS DOCUMENT HAS BEEN PREPARED BY:

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, Colorado 80202
Attn: Nathan P. Humphrey, Esq.

TO BE RETURNED TO:

Fidelity National Title
1 E. Washington St., Ste 450
Phoenix, AZ 85004
Attention: Kelli Vos

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement"), is made as of this ____ day of May, 2024, among **CITIBANK, N.A.**, ("Mortgagee"), **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("Landlord"), and **MARANA AEROSPACE SOLUTIONS, INC.** d/b/a Ascent Aviation Services, an Oregon corporation ("Tenant").

Background

A. Mortgagee has been appointed as the collateral agent pursuant to that certain Second Amended and Restated Collateral Agency Agreement dated April 16, 2015, by and among Mortgagee, Landlord and STORE Capital Corporation, a Maryland corporation, now known as STORE Capital LLC, a Delaware limited liability company ("STORE Capital") and is the mortgagee of record as set forth in the deed of trust (the "Security Instrument") on Landlord's leasehold interest in the property described more particularly on Exhibit A attached hereto ("Property").

B. Pursuant to that certain Limited Power of Attorney dated February 2, 2024, Mortgagee granted STORE Capital the authority to execute this Agreement of behalf of Mortgagee.

C. Tenant is the present lessee under that certain Lease Agreement between Landlord and Tenant of even date herewith, as the same may be amended and restated or otherwise modified and supplemented ("Lease"), demising all of the Property as described more particularly in the Lease.

D. A requirement of the Security Instrument is that Tenant's Lease be subordinated to the Security Instrument. Landlord has requested Tenant to subordinate the Lease in exchange for Mortgagee's agreement not to disturb Tenant's possession of the Property upon the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Security Instrument, as if the Security Instrument had been executed and recorded prior to the Lease.

2. Nondisturbance. Mortgagee agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Property in accordance with the terms of the Lease, provided, however, that (a) the term of the Lease has commenced, (b) Tenant is in possession of the Property, and (c) the Lease is in full force and effect and no uncured Tenant default exists under the Lease beyond the expiration of any applicable notice and cure periods. Mortgagee further agrees so long as no Event of Default (as defined in the Lease) has occurred and is continuing, Lessee shall not be named as a party defendant in any such foreclosure suit, except as may be required by Law (as defined by the Lease).

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument ("Successor Owner"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the landlord under the Lease. Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Mortgagee or any Successor Owner such further instruments as Mortgagee or a Successor Owner may from time to time request in order to confirm this Agreement.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Mortgagee that Landlord is in default under the Security Instrument and that the rentals under the Lease are to be paid to Mortgagee directly pursuant to the assignment of leases and rents granted by Landlord to Mortgagee in connection therewith, Tenant shall thereafter pay to Mortgagee all rent and all other amounts due or to become due to Landlord under the Lease. Landlord hereby expressly authorizes Tenant to make such payments to Mortgagee upon reliance on Mortgagee's written notice (without any inquiry into the factual basis for such notice or any prior notice or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Mortgagee's written instructions.

5. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement are to be in writing and addressed as set forth below such party's signature hereto. Default or demand notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been timely deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; (iii) one (1) business day after having been sent by e-mail (with confirmation of transmission) provided an additional notice is given pursuant to (ii); or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, and in the case of clause (ii) and (iv) irrespective of whether delivery is accepted. A new address for notice may be established by written notice to the other parties; provided, however, that no address change will be effective until written notice thereof actually is received by the party to whom such address change is sent.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, communications and agreements (oral or written). This Agreement shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

(c) Binding Effect; Joint and Several Obligations. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law.

(d) Unenforceable Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

(e) Duplicate Originals; Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, the undersigned agree that transmission of a fully executed copy of this Agreement via e-mail in a ".pdf" or other electronic format shall be deemed transmission of the original Agreement for all purposes.

(f) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns shall be construed to cover all genders. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and the word "section" refers to the entire section and not to any particular subsection, paragraph of other subdivision; and "Agreement" and each of the Security Instruments referred to herein mean the agreement

as originally executed and as hereafter modified, supplemented, extended, consolidated, or restated from time to time.

(g) Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State where the Property is located (excluding any choice of law rules that may direct the application of the laws of another jurisdiction).

(h) Consent to Jurisdiction. Each party hereto irrevocably consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action arising with respect to this Agreement and waives all objections which it may have to such jurisdiction and venue.

(i) **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

[Remainder of page is blank; signatures appear on following pages.]

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

MORTGAGEE:

CITIBANK, N.A.

By: STORE Capital LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, its attorney-in-fact

By: _____

Name: _____

Title: _____

Mortgagee Notice Address:

Citibank, N.A.
Agency and Trust, STORE Capital
388 Greenwich Street, 14th Floor
New York, NY 10013
Attn: John Hannon

Notary Acknowledgement for Mortgagee:

State of ARIZONA :
 :SS
County of MARICOPA :

On this, the ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of STORE Capital LLC, a Delaware limited liability company, formerly known as STORE Capital Corporation, a Maryland corporation, as attorney-in-fact on behalf of Citibank, N.A., in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

LANDLORD:

STORE CAPITAL ACQUISITIONS, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

Landlord Notice Address:

8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255
Attn: Asset Management

With a copy to:

Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202
Attn: Nathan P. Humphrey

Notary Acknowledgement for Landlord:

State of ARIZONA :
 :SS
County of MARICOPA :

On this, the ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he/she is an officer of the Landlord in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A
PROPERTY

Leasehold estate pursuant to that certain Restated and Extended Lease Agreement dated June 9, 2021 by and between Pinal County, as ground lessor, and Landlord, as ground lessee, together with that certain First Amendment dated November 3, 2021 and that certain Second Amendment of even date herewith, pursuant to which Landlord leases the below-described Property from the ground lessor

Street Address: 24641 E. Pinal Air Park Road, Marana, AZ 85653

Legal Description:

A portion of Sections 32 and 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, as shown on the Record of Survey recorded Fee No. 2015-052516, records of Pinal County, Arizona and described as follows:

COMMENCING at the southeast corner of Section 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, said point being a GLO cap on a pipe, from which the South one-quarter corner of said section, said point being a brass cap survey monument, bears South 89 degrees 29 minutes 50 seconds West a distance of 2637.23 feet;

THENCE upon the South line of said Section 33, South 89 degrees 29 minutes 50 seconds West, a distance of 1579.46 feet;

THENCE North 00 degrees 29 minutes 47 seconds West, a distance of 48.91 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 31 minutes 33 seconds West, a distance of 4269.93 feet;

THENCE North 01 degrees 39 minutes 14 seconds West, a distance of 391.63 feet;

THENCE North 87 degrees 53 minutes 09 seconds West, a distance of 502.39 feet;

THENCE North 00 degrees 31 minutes 20 seconds West, a distance of 70.21 feet;

THENCE South 89 degrees 28 minutes 41 seconds West, a distance of 1524.92 feet;

THENCE North 00 degrees 31 minutes 44 seconds West, a distance of 430.86 feet;

THENCE North 89 degrees 28 minutes 16 seconds East, a distance of 860.96 feet;

THENCE South 00 degrees 19 minutes 40 seconds East, a distance of 146.83 feet;

THENCE North 89 degrees 29 minutes 22 seconds East, a distance of 430.93 feet;

THENCE North 00 degrees 32 minutes 02 seconds West, a distance of 669.97 feet;

THENCE North 00 degrees 50 minutes 30 seconds West, a distance of 3680.67 feet;
THENCE South 44 degrees 25 minutes 29 seconds East, a distance of 2462.76 feet;
THENCE South 43 degrees 51 minutes 51 seconds West, a distance of 561.31 feet;
THENCE South 46 degrees 09 minutes 24 seconds East, a distance of 1747.81 feet;
THENCE South 45 degrees 37 minutes 57 seconds East, a distance of 163.28 feet;
THENCE South 89 degrees 26 minutes 53 seconds East, a distance of 752.20 feet;
THENCE South 45 degrees 37 minutes 07 seconds East, a distance of 2260.92 feet to the POINT OF BEGINNING.

Said lease area containing 11,691,920 square feet, or 268.4096 acres of land, more or less.

TOGETHER WITH:

COMMENCING at said southeast corner of Section 33;

THENCE upon the South line of said Section 33 South 89 degrees 29 minutes 50 seconds West a distance of 150.80 feet;

THENCE North 00 degrees 29 minutes 39 seconds West, a distance of 41.80 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 48 minutes 04 seconds West, a distance of 296.94 feet;

THENCE North 35 degrees 02 minutes 24 seconds West, a distance of 705.06 feet;

THENCE North 57 degrees 00 minutes 26 seconds East, a distance of 256.51 feet;

THENCE North 44 degrees 36 minutes 00 seconds West, a distance of 1005.32 feet;

THENCE North 43 degrees 01 minutes 54 seconds East, a distance of 296.49 feet;

THENCE North 48 degrees 51 minutes 58 seconds West, a distance of 696.56 feet to a point herein after referred to as "Point A";

THENCE North 44 degrees 17 minutes 36 seconds East, a distance of 387.47 feet;

THENCE South 43 degrees 45 minutes 51 seconds East, a distance of 317.87 feet;

THENCE North 45 degrees 36 minutes 54 seconds East, a distance of 295.70;

THENCE South 45 degrees 28 minutes 54 seconds East, a distance of 257.49 feet to a point herein after referred to as "Point B";

THENCE South 43 degrees 21 minutes 14 seconds West, a distance of 226.16 feet;

THENCE South 43 degrees 57 minutes 17 seconds East, a distance of 520.81 feet;

THENCE North 48 degrees 08 minutes 25 seconds East, a distance of 400.50 feet;

THENCE South 55 degrees 12 minutes 03 seconds East, a distance of 222.14 feet;

THENCE South 05 degrees 02 minutes 47 seconds West, a distance of 429.18 feet;

THENCE South 57 degrees 39 minutes 41 seconds East, a distance of 66.15 feet;

THENCE South 10 degrees 33 minutes 29 seconds East, a distance of 186.60 feet;

THENCE South 00 degrees 21 minutes 57 seconds East, a distance of 1033.76 feet;

THENCE South 48 degrees 16 minutes 28 seconds West, a distance of 156.00 feet to the POINT OF BEGINNING.

Said lease area containing 1,849,261 square feet, or 42.4532 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE North 01 degrees 41 minutes 58 seconds West, a distance of 132.54 feet to the POINT OF BEGINNING.

THENCE North 42 degrees 22 minutes 15 seconds West, a distance of 67.28 feet;

THENCE North 44 degrees 35 minutes 26 seconds East, a distance of 39.08 feet;

THENCE South 44 degrees 05 minutes 04 seconds East, a distance of 68.96 feet;

THENCE South 47 degrees 02 minutes 33 seconds West, a distance of 41.09 feet to the POINT OF BEGINNING.

Said lease area containing 2730 square feet, or 0.0627 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE South 88 degrees 47 minutes 27 seconds West, a distance of 323.07 feet to the POINT OF BEGINNING.

THENCE North 46 degrees 03 minutes 06 seconds West, a distance of 254.86 feet;

THENCE North 45 degrees 26 minutes 43 seconds East, a distance of 271.68 feet;

THENCE South 46 degrees 15 minutes 19 seconds East, a distance of 257.69 feet;

THENCE South 46 degrees 02 minutes 00 seconds West, a distance of 272.68 feet to the POINT OF BEGINNING.

Said lease area containing 69,713 square feet, or 1.6004 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 84 degrees 50 minutes 20 seconds West, a distance of 505.57 feet to the POINT OF BEGINNING.

THENCE North 45 degrees 30 minutes 12 seconds West, a distance of 2667.98 feet;

THENCE North 44 degrees 12 minutes 10 seconds East, a distance of 300.15 feet;

THENCE South 45 degrees 30 minutes 43 seconds East, a distance of 2669.53 feet;

THENCE South 44 degrees 29 minutes 58 seconds West, a distance of 300.55 feet to the POINT OF BEGINNING.

Said lease area containing 801,555 square feet, or 18.4012 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 43 degrees 10 minutes 35 seconds West, a distance of 683.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 45 minutes 25 seconds West, a distance of 1579.84 feet to a point herein after referred to as "Point C";

THENCE North 44 degrees 13 minutes 33 seconds East, a distance of 334.75 feet;

THENCE South 46 degrees 29 minutes 48 seconds East, a distance of 224.68 feet;

THENCE North 48 degrees 19 minutes 41 seconds East, a distance of 331.04 feet;

THENCE South 38 degrees 17 minutes 49 seconds East, a distance of 112.29 feet;

THENCE South 44 degrees 22 minutes 30 seconds West, a distance of 147.15 feet;

THENCE South 45 degrees 25 minutes 20 seconds East, a distance of 169.70 feet;

THENCE North 45 degrees 00 minutes 07 seconds East, a distance of 82.32 feet;

THENCE South 44 degrees 13 minutes 40 seconds East, a distance of 155.19 feet;

THENCE South 43 degrees 31 minutes 57 seconds West, a distance of 236.98 feet;

THENCE South 45 degrees 06 minutes 44 seconds East, a distance of 136.98 feet;

THENCE South 44 degrees 09 minutes 43 seconds West, a distance of 207.06 feet;

THENCE South 44 degrees 59 minutes 04 seconds East, a distance of 206.34 feet;

THENCE North 44 degrees 03 minutes 32 seconds East, a distance of 209.63 feet;

THENCE South 45 degrees 02 minutes 52 seconds East, a distance of 126.30 feet;

THENCE South 44 degrees 57 minutes 27 seconds West, a distance of 256.02 feet;

THENCE South 44 degrees 40 minutes 21 seconds East, a distance of 426.07 feet;

THENCE South 44 degrees 22 minutes 26 seconds West, a distance of 78.96 feet to the POINT OF BEGINNING.

Said lease area containing 492,752 square feet, or 11.3120 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point C":

THENCE North 20 degrees 29 minutes 54 seconds West, a distance of 38.28 feet to the POINT OF BEGINNING;

THENCE North 46 degrees 23 minutes 42 seconds West, a distance of 449.41 feet;

THENCE North 43 degrees 49 minutes 34 seconds East, a distance of 79.87 feet;

THENCE South 46 degrees 08 minutes 04 seconds East, a distance of 450.48 feet;

THENCE South 44 degrees 37 minutes 03 seconds West, a distance of 77.84 feet to the POINT OF BEGINNING.

Said lease area containing 35,477 square feet, or 0.8144 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 09 degrees 32 minutes 35 seconds West, a distance of 2019.03 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 32 minutes 08 seconds West, a distance of 196.23 feet;
THENCE South 47 degrees 34 minutes 01 seconds West, a distance of 86.18 feet;
THENCE North 45 degrees 35 minutes 08 seconds West, a distance of 209.26 feet;
THENCE South 49 degrees 36 minutes 49 seconds West, a distance of 42.71 feet;
THENCE North 45 degrees 21 minutes 28 seconds West, a distance of 227.54 feet;
THENCE North 45 degrees 06 minutes 45 seconds East, a distance of 259.01 feet;
THENCE South 45 degrees 28 minutes 37 seconds East, a distance of 424.57 feet;
THENCE North 45 degrees 22 minutes 31 seconds East, a distance of 118.26 feet;
THENCE South 47 degrees 44 minutes 48 seconds East, a distance of 109.16 feet;
THENCE North 45 degrees 15 minutes 12 seconds East, a distance of 66.70 feet;
THENCE South 45 degrees 39 minutes 00 seconds East, a distance of 106.13 feet;
THENCE South 44 degrees 33 minutes 01 seconds West, a distance of 319.81 feet to the POINT OF BEGINNING.

Said lease area containing 164,194 square feet, or 3.7694 acres of land, more or less.

Said total combined lease area containing 15,107,602 square feet, or 346.8229 acres of land, more or less.

And:

A PARCEL OF LAND LOCATED IN SECTION 33 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA AND BEING A PORTION OF THE PINAL COUNTY AIR PARK AS DESCRIBED IN QUIT CLAIM DEED BETWEEN THE UNITED STATES OF AMERICA AND PINAL COUNTY, ARIZONA DATED 17 JUNE 1948, RECORDED IN BOOK 85 OF DEEDS, PAGE 389 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-½ INCH CAPPED PIPE STAMPED "PACIFIC U.S.E.D." MARKING THE NORTHEASTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK FROM WHICH A ½ INCH REBAR WITH TAG STAMPED "LS 21787" MARKING THE NORTHWESTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK, BEARS SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST AT A DISTANCE OF 10592.70 FEET;

THENCE ALONG THE NORTH LINE OF SAID PINAL AIR PARK, SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF 2174.27 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 29 MINUTES 39 SECONDS EAST A DISTANCE OF 2779.07 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 45 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 995.60 FEET;

THENCE SOUTH 44 DEGREES 43 MINUTES 49 SECONDS WEST A DISTANCE OF 770.93 FEET;

THENCE NORTH 45 DEGREES 29 MINUTES 36 SECONDS WEST A DISTANCE OF 198.02 FEET;

THENCE NORTH 44 DEGREES 36 MINUTES 11 SECONDS EAST A DISTANCE OF 116.40 FEET

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 408.84 FEET;

THENCE NORTH 44 DEGREES 25 MINUTES 03 SECONDS EAST A DISTANCE OF 211.35 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 36 SECONDS WEST A DISTANCE OF 78.60 FEET;

THENCE SOUTH 44 DEGREES 25 MINUTES 03 SECONDS WEST A DISTANCE OF 201.36 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 322.59 FEET;

THENCE NORTH 44 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 620.68 FEET;

THENCE NORTH 80 DEGREES 46 MINUTES 02 SECONDS EAST A DISTANCE OF 31.36 FEET TO THE **POINT OF BEGINNING**.