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Keith P. Huffman
P.O. Box 277
Bluffton In 46714

ASSIGNMENT OF LEASEHOLD IMPROVEMENTS

KNOW ALL BY THESE PRESENTS, that Norwest Bank Indiana, National Association, a national banking association, ("Assignor"), in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Charles V. Chaffee, Karen J. Chaffee and Clifford W. Chaffee (the "Assignees"), receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over, to Assignees, their successors and assigns, that certain Assignment of Leasehold Improvements, executed by Gary Jet Center, Inc., as Assignor to INB Banking Company, Northeast as Assignee, covering the Fixed Base Operator's Lease dated October 28, 1991, by Gary Airport Authority District and Gary Jet Center, Inc. for property described on the attached Exhibit A, filed for record in the office of the County Recorder of Lake County, State of Indiana, on January 15, 1992, and recorded as Document No. 92002877, said Assignment of Leasehold Improvements was assigned to Assignor by an Assignment dated March 30, 1995, and executed by NBD Bank, N.A., successor in interest to INB Banking Company, Northeast and filed for record in the office of the County Recorder of Lake County, State of Indiana, on April 20, 1995, as Document No. 95021435, together with all right and interest in the property therein described, and in the notes and obligations therein specified, and to the debt thereby secured; and hereby constitutes and appoints Assignees its attorney irrevocable to collect and receive said debt, and to foreclose, enforce, and satisfy the Mortgage the same as it might or could have done were these presents not executed, but at the cost and expense of the Assignees, and does hereby covenant with Assignees, their successors and assigns, that it has good right to sell, assign and transfer the same.

This Assignment is made and accepted with the express understanding and agreement that it is the intention of the Assignor to transfer any and all rights and entitlements it has with respect to the Assignment Leasehold Improvements but that this Assignment is without any recourse to Assignor, and it is accepted by the Assignees with the understanding that no claim may be made by the Assignees against Assignor in connection with this Assignment (other than warranties contained herein), and that the Assignees are familiar with the subject matter of this Assignment and have conducted their own evaluation regarding the value of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed in its name by its Assistant Vice President this 23rd day of December, 1996.

Norwest Bank Indiana, National Association

By: [Signature]
Its: Assistant Vice President

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

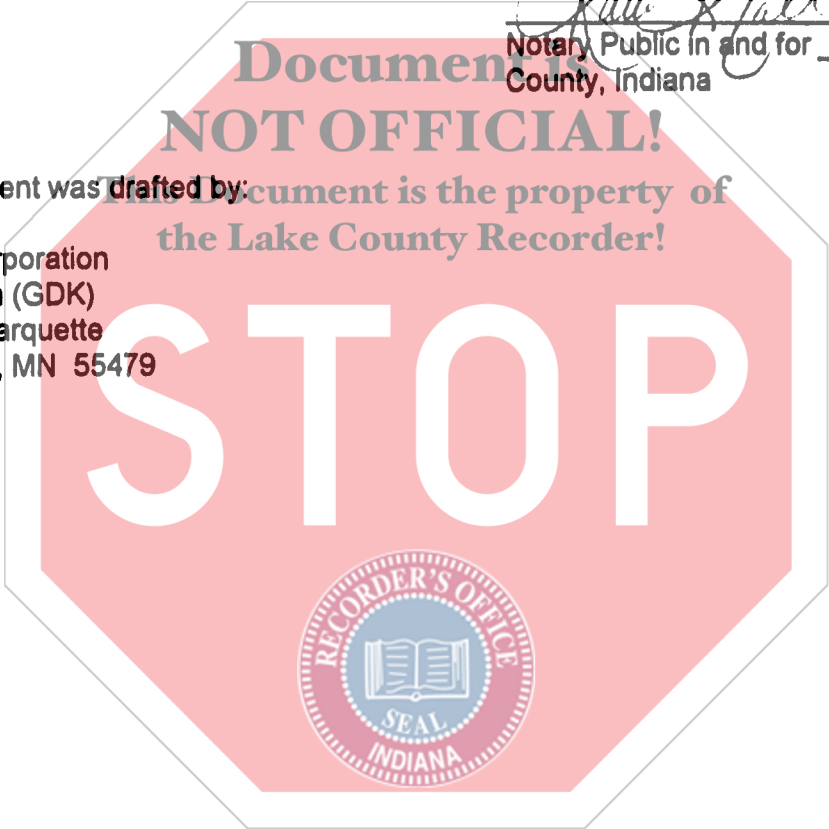
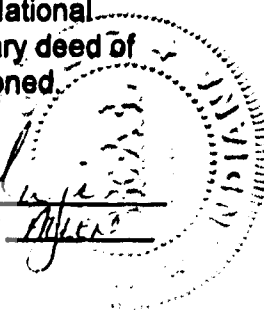
MORRIS W. CARTER
RECORDER

1500
Ser
Cmt # 243

STATE OF INDIANA)
)
COUNTY OF Allen)

Before me, NARREN J. QUINN, a Notary Public in and for Allen
County, Indiana, on this 33 day of December, 1996, personally appeared
John P. Hume, an Assistant Vice Pres., of Norwest Bank Indiana, National
Association, and acknowledged the same to be his free act and voluntary deed of
said national banking association for the uses and purposes therein mentioned.

Naren J. Quinn
Notary Public in and for Allen
County, Indiana



This instrument was drafted by:
Norwest Corporation
Law Division (GDK)
Sixth and Marquette
Minneapolis, MN 55479

sj1400M2

Exhibit A

A parcel of land in Section 36, Township 37 North, Range 9 West of the second principal meridian, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Section 36; thence South 00 degrees 00 minutes 00 seconds East, a distance of 2,170.09 feet; thence South 55 degrees 57 minutes 45 seconds East, a distance of 1,607.10 feet; thence North 34 degrees 02 minutes 15 seconds East, a distance of 447.43 feet; thence South 55 degrees 57 minutes 45 seconds East, a distance of 1,049.87 feet to the point of beginning; thence continuing South 55 degrees 57 minutes 45 seconds East, a distance of 330 feet; thence North 34 degrees 02 minutes 15 seconds East, a distance of 250 feet; thence North 55 degrees 57 minutes 45 seconds West, a distance of 330 feet; thence South 34 degrees 02 minutes 15 seconds West, a distance of 250 feet to the point of beginning.

