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Mark D. Lucas
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**SECOND AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
CALUMET SURGERY CENTER**

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

We, the undersigned, having formed a limited partnership on May 1, 1983, now amend the Certificate of Limited Partnership, pursuant to I.C. § 23-4-2-1, et seq.

NAME OF PARTNERSHIP

1. The name of the Partnership is Calumet Surgery Center.

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CHARACTER OF BUSINESS

2. The business and purpose of the Partnership is to engage in the business of owning and operating limited stay surgery centers; to purchase or lease land and buildings for the operation of said surgery centers; and to engage in any and all business purposes necessary or expedient for the protection or benefit of this Partnership.

LOCATION OF PRINCIPAL PLACE OF BUSINESS

3. The principal place of business of the Partnership shall be located at 7847 Calumet Avenue, Munster, Lake County, Indiana.

NAME AND PLACE OF RESIDENCE OF PARTNERS

4. (a) The name and place of residence of each General Partner in the Partnership is as follows:

GENERAL PARTNER

Torrence, Inc.
7905 Calumet Avenue
Munster, IN 46321

(b) The name and place of residence of each Limited Partner in the Partnership is as follows:

LIMITED PARTNERS

Temple Corporation
7905 Calumet Avenue
Munster, IN 46321

William Morris, M.D.
1111 Mac Arthur Boulevard
Munster, IN 46321

FEB 27

STATE OF INDIANA
LAKE COUNTY
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7905 Building Partnership
7905 Calumet Avenue
Munster, IN 46321

Munster Optical, Inc.
7905 Calumet Avenue
Munster, IN 46321

NIMLS Realty
422 Franklin
Michigan City, IN 46360

Arthur M. Branco, M.D.
1224 Melbrook Drive
Munster, IN 46321

Jung Park, M.D.
8109 Greenwood
Munster, IN 46321

Alice Karpik, M.D.
300 Walnut Lane
Oakbrook, IL 60521

Benjamin D. Schmid, M.D.
8721 White Oak Avenue
Munster, IN 46321

Jack Schwartz, M.D.
7513 Forrest Avenue
Munster, IN 46321

Rekha Shah, M.D.
1407 Azalea Drive
Munster, IN 46321

Jerald E. Smith, M.D.
1234 Melbrook Drive
Munster, IN 46321

Jerome March, M.D.
12420 W. 94th Street
St. John, IN 46373

Takimitsu Nakamura, M.D.
1308 Elmwood Drive
Munster, IN 46321

Florino G. Pamintaun, M.D.
9130 Walnut Drive
Munster, IN 46321

Fred R. Portney, M.D.
8211 Madison Avenue
Munster, IN 46321

Daniel J. Schlesinger, M.D.
6633 Forrest Avenue
Hammond, IN 46320

Don Henry, M.D.
1625 Holly Lane
Munster, IN 46321

Louis J. DePorter, M.D.
31 Shore Drive, Ogden Dunes
Portage, IN 46368

Richard Good, M.D.
1905 Holly Lane
Munster, IN 46321

Emil F. Grabow, M.D.
6501 Moraine Avenue
Hammond, IN 46320

William V. Hehemann, M.D.
8718 Northcote Avenue
Munster, IN 46321

Carl A. Levy, M.D.
1242 Braeburn Road
Flossmore, IL 60422

Lawrence A. DeRenne, M.D.
465 Wexford Road
Valparaiso, IN 46383

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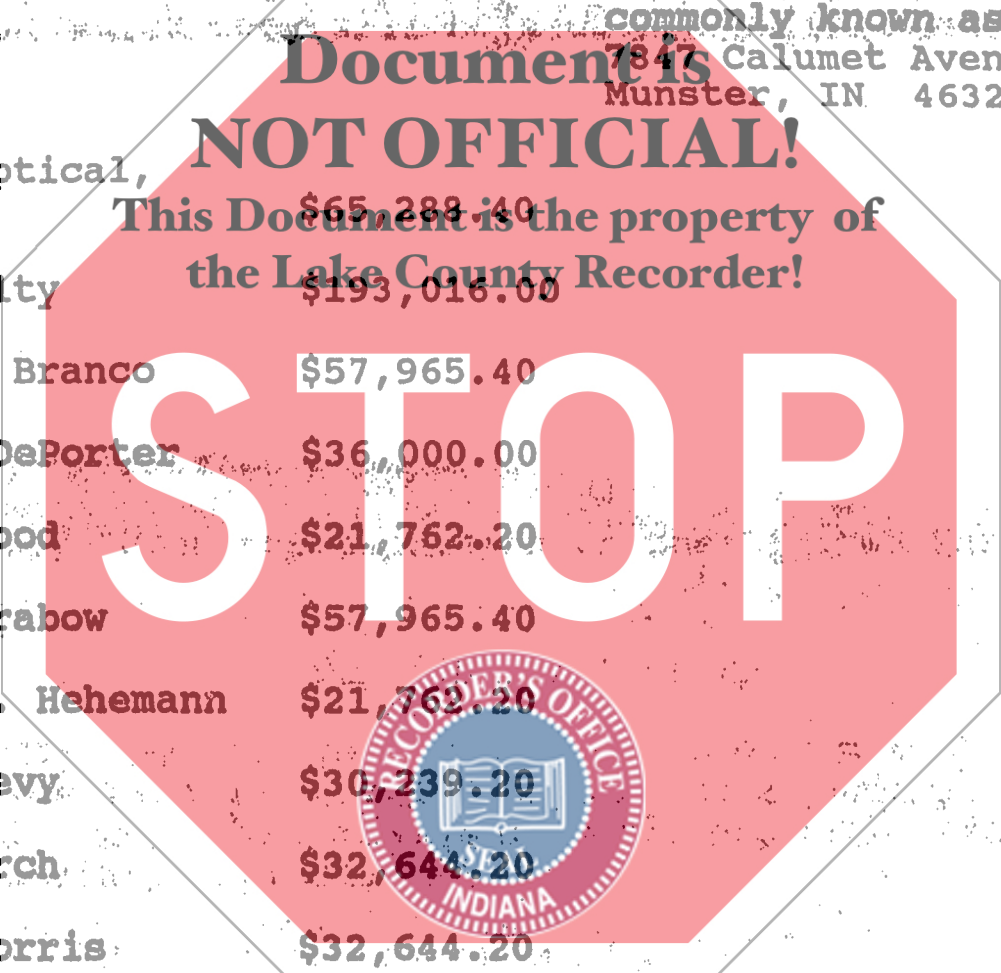
TERM OF PARTNERSHIP

5. The term for which the Partnership is to exist is from the date of the filing of this Certificate to November 30, 2012, and from year to year thereafter or until it is dissolved, wound up, and terminated pursuant to law or the Limited Partnership Agreement, whichever is first to occur.

CONTRIBUTIONS OF LIMITED PARTNERSHIP

6. The amount of cash and the description and agreed value of the other property contributed to the Partnership by each Limited Partner in the Partnership through August 1, 1990 is as follows:

| <u>Name of Limited Partner</u> | <u>Cash</u> | <u>Description of Other Property</u> | <u>Agreed Value of Other Property</u> |
|--------------------------------|--------------|--|---------------------------------------|
| Temple Corporation | \$277,861.60 | | |
| 7905 Building Partnership | \$189,082.06 | Land and Building commonly known as 7847 Calumet Avenue, Munster, IN 46321 | \$200,000 |
| Munster Optical, Inc. | \$65,288.40 | | |
| NIMLS Realty | \$193,016.00 | | |
| Arthur M. Branco | \$57,965.40 | | |
| Louis A. DePorter | \$36,000.00 | | |
| Richard Good | \$21,762.20 | | |
| Emil F. Grabow | \$57,965.40 | | |
| William V. Hehemann | \$21,762.20 | | |
| Carl A. Levy | \$30,239.20 | | |
| Jerome March | \$32,644.20 | | |
| William Morris | \$32,644.20 | | |
| Takimitsu Nakamura | \$21,762.20 | | |
| Florino G. Pamintuan | \$32,644.20 | | |
| Fred R. Portney | \$193,219.20 | | |
| Daniel J. Schlesinger | \$32,644.20 | | |
| Benjamin D. Schmid | \$41,085.20 | | |
| Jack Schwartz | \$45,304.80 | | |
| Rekha Shah | \$32,644.20 | | |



| | |
|---------------------|-------------|
| Jerald E. Smith | \$21,762.20 |
| Jung Park | \$34,644.20 |
| Alice Karpik | \$57,247.40 |
| Lawrence A. DeRenee | \$33,203.20 |
| Don Henry | \$8,441.00 |

ADDITIONAL CONTRIBUTIONS OF LIMITED PARTNERS

7. The additional contributions each Limited Partner has agreed to make and the times at which or the events on the happening of which they will be made are as follows: NONE.

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8. The time when the contribution of each Limited Partner is to be returned to such Partner is as follows:

- (a) Upon the termination of the Partnership; or
- (b) Upon the sale to the Partnership of the Limited Partner's interest; or
- (c) Upon the expulsion of the Limited Partner.

9. The share of the annual profits of the Partnership or the other compensation by way of income which each Limited Partner shall receive shall be equivalent to his pro rata percentage of the total Partnership capital.

ASSIGNEE OF LIMITED PARTNER

10. Each Limited Partner has the right to substitute an assignee in his place upon the following terms and conditions: if a Limited Partner receives a bona fide offer of purchase for all or part of his interest in the Partnership, then the Limited Partner shall notify the General Partner which General Partner shall then have the exclusive option to purchase the interest pursuant to the terms of the Limited Partnership Agreement and, in the event that the General Partner does not wish to purchase said interest, the Limited Partner shall have the right to sell his interest only to the person who made the original offer to purchase pursuant to the terms of the Limited Partnership Agreement.

ADDITIONAL LIMITED PARTNERS

11. The General Partner may admit Additional Limited Partners.

PRIORITIES AMONG LIMITED PARTNERS

12. No Limited Partner shall have priority over any other Limited Partner as to contributions or compensation by way of income.

CONTINUATION OF BUSINESS

13. The General Partner shall have no right to assign its rights and interests in the Partnership except in the event of a corporate merger pursuant to the terms of the Limited Partnership Agreement. In the event that the General Partner becomes unable to continue to serve as the General Partner pursuant to the terms of the Limited Partnership Agreement, then the Partnership shall be dissolved unless the Limited Partners vote to continue the business and appoint a new General Partner pursuant to the terms of the Limited Partnership Agreement.

RETURN OF CONTRIBUTION OTHER THAN CASH

14. No Limited Partner shall have the right to demand and receive property other than cash in return for his contribution to the Partnership.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the 1st day of Aug., 1990.



GENERAL PARTNER
Torrence, Inc.

BY:

Fred R. Portney
Fred R. Portney, President

ATTEST:

Jack Klee
Jack Klee
Secretary, Torrence, Inc.

LIMITED PARTNERS

Fred R. Portney

Fred R. Portney, ~~President~~,
Torrence, Inc., as Power of Attorney
for Each and Every Limited Partner
of Calumet Surgery Center

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

Subscribed and sworn to before me, a Notary Public in and for
said County and State this 15th day of Aug, 1990.

Document is Mark S. Lucas

, Notary Public

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My Commission Expires:

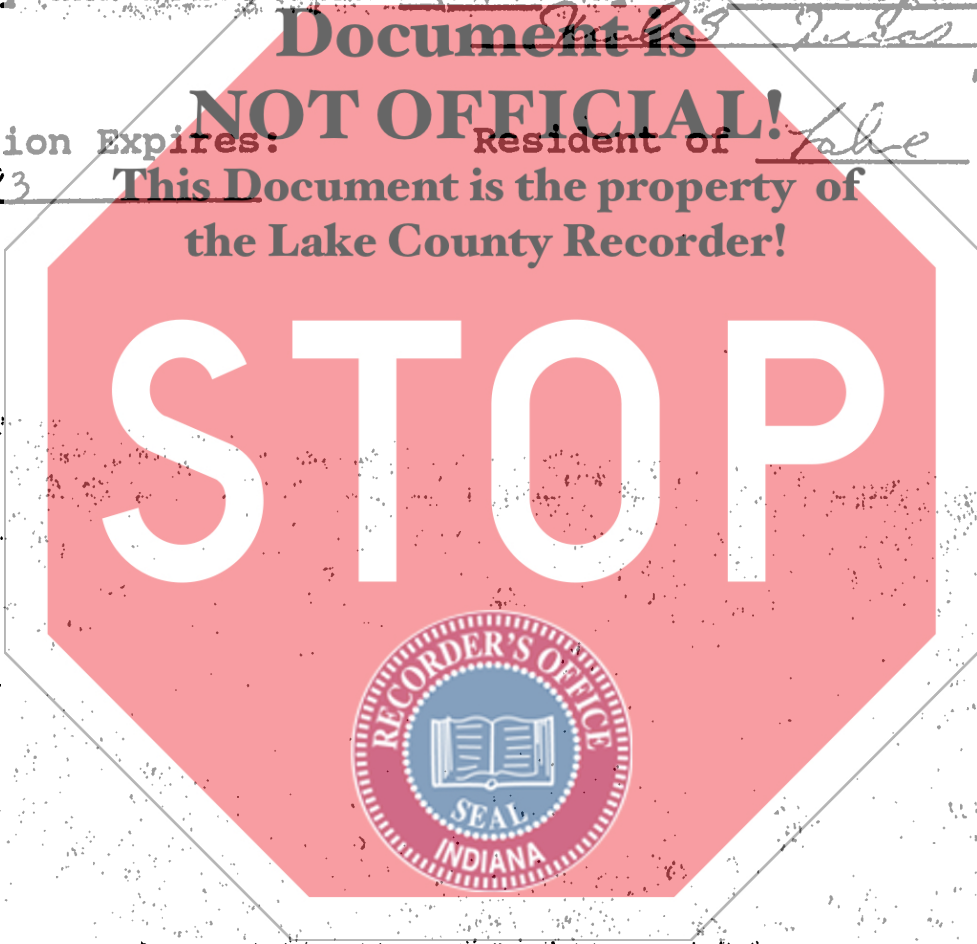
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Resident of

Lake

County

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This instrument prepared by: Mark S. Lucas, Attorney at Law, 300
East 90th Drive, Merrillville, Indiana 46410

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