

**SECOND AMENDMENT TO PURCHASE OF SERVICE CONTRACT BETWEEN
THE MILWAUKEE COUNTY SHERIFF'S OFFICE
AND WISCONSIN RENAL CARE GROUP, LLC**

This Second Amendment to Purchase of Service Contract ("Second Amendment") is entered into by and between Wisconsin Renal Care Group, LLC ("Contractor"), which is an affiliate of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America, and Milwaukee County ("County").

WHEREAS, the County entered into a Purchase of Service Contract for Dialysis Services with Bio-Medical Applications of Wisconsin, Inc. on January 1, 2007, which Bio-Medical Applications of Wisconsin, Inc. assigned to Contractor pursuant to that Assignment and Assumption of Purchase of Service Contract entered into, and consented to by County, on September 1, 2007, and as amended by that First Amendment to Purchase of Service Contract between The Milwaukee County Sheriff's Office and Wisconsin Renal Care Group, LLC dated January 4, 2012 (collectively, the "Contract"); and

WHEREAS, County and Contractor acknowledge that neither County or Contractor are accredited by JCAHO and wish to correct a mutual mistake in the Contract relating to obligations for the parties' to comply with requirements and recommendations under JCAHO Standards; and

WHEREAS, the County and Contractor desire to amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein, the parties agree that the Contract shall be and is hereby amended and modified as follows:

1. The parties agree that terms used herein without further definition shall have the same meanings ascribed to them as in the Contract.
2. Unless otherwise indicated herein, this Second Amendment is effective as of January 1, 2013.
3. The Contract is hereby amended by adding the following at the end of Section 1 (CONTRACT TERM):

"Notwithstanding anything to the contrary contained in this Contract, thereafter, the term shall extend through December 31, 2013."

4. The Contract is hereby amended by deleting Section 2.F. of the Contract in its entirety, and replacing it with the following:

"F. County shall perform all County's duties and obligations under this agreement in accordance with all applicable federal and state laws and regulations, applicable County policies, bylaws, rules and regulations."

5. The Contract is hereby amended by deleting Section 3.H. of the Contract in its entirety, and replacing it with the following:

"H. Contractor and Contractor Staff providing Services to County under this Agreement shall perform all Contractor's duties and obligations set forth herein in accordance with all applicable federal and state laws and regulations, applicable County policies, bylaws, rules and regulations as such are communicated to Contractor in writing."

6. All other terms and conditions set forth in the Contract shall remain in full force and effect.

7. In the event of any conflict, inconsistency, or incongruity between any provision of this Second Amendment and any provision of the Contract, the provisions of this Second Amendment shall govern and control.

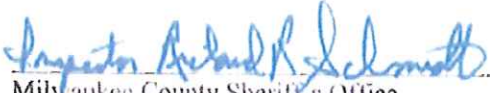
8. This Second Amendment shall not be deemed accepted by either party unless and until an authorized officer of each party has signed this Second Amendment. No other act or writing by an agent, employee, officer or manager of a party shall cause this Second Amendment to be a valid, effective or binding contract on that party.

9. This Second Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution may be evidenced with facsimile signatures, subject to the originals being promptly forwarded to the respective parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the later of the dates indicated below.

MILWAUKEE COUNTY



Milwaukee County Sheriff's Office

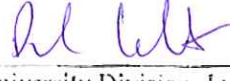
Name: RICHARD SCHMIDT

Title: SENIOR COMMANDER

Date: 12/18/12

WISCONSIN RENAL CARE GROUP, LLC

By Its Members:




RCG University Division, Inc.

Name: Paul J. Cola

Title: Assistant Treasurer

Date: 12-28-12

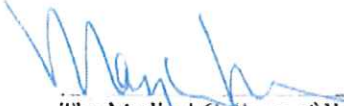


Froedert & Community Health, Inc.

Name: Jean M. Voight

Title: Vice President / CVG CAO + CFO

Date: 12/27/12



The Medical College of Wisconsin, Inc.

Name: Gregory S. Spitzer

Title: Chief Financial Officer

Date: 12/21/12