William H. Gates

Dear Bill:

RE: Letter of Agreement Regarding Purchase of Partnership Interest

Effective September 3, 2013, this letter sets forth the "Agreement" by and between you, William H. Gates ("Gates"), and me, Dr. Boris Nikolic ("Dr. Nikolic"), with respect to the purchase by Gates from Dr. Nikolic of Dr. Nikolic's interest in a partnership, under the terms of which we discussed potential investment in a range up to $100 Million in certain investments discovered and researched by Dr. Nikolic (the "Investment Entity"). Only two of such investments, totaling Twenty Million Dollars, as detailed below, were ever made. The partnership was formed effective April 1, 2013. We now agree to dissolve and wind up the Investment Entity and Gates shall purchase from Dr. Nikolic Dr. Nikolic's interest in the Investment Entity. Gates and Dr. Nikolic have agreed as follows:

Dissolution and Winding Up the Partnership

Dr. Nikolic acknowledges and agrees to the dissolution and winding up of the Investment Entity, that he has disassociated himself from the Investment Entity, and that Gates shall have the exclusive authority to wind up the Investment Entity.

Sale and Purchase of Interest in Investment Entity

As part of the dissolution and winding up of the Investment Entity, Dr. Nikolic shall, and does hereby agree to, sell, transfer and convey to Gates, and Gates shall purchase from Dr. Nikolic, all of Dr. Nikolic's right, title and interest in and to the Investment Entity and the underlying partnership assets for a purchase price equal to the aggregate of all amounts payable under all Investment Entity Payment Demands (as hereinafter defined) to be made by Dr. Nikolic to Gates during the Payment Period (as hereinafter defined) pursuant to this Agreement. Such sale and purchase shall be deemed to have been completed, effective upon Gates' payment in full to Dr. Nikolic of all amounts payable under all Investment Entity Payment Demands to be made under this Agreement.

Advance

Gates will pay or cause to be paid to Dr. Nikolic the sum of Two Million Five Hundred Thousand Dollars ($2,500,000) within 7 days ~~of~~ after the execution of this Agreement~~,~~ (the "Advance"), as an advance against Gates' payment to Dr. Nikolic of the amounts due under the Investment Entity Payment Demands to be made by Dr. Nikolic to Gates pursuant to this Agreement~~.~~; provided, however, that Dr. Nikolic shall be entitled to retain such Advance even if there is no increase in value in the Foundation Medicine Investment or the ResearchGate Investment and no Investment Entity Payment Demand is made prior to the end of the expiration of the Payment Period, and there is no guaranty that the Foundation Medicine

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Investment or the ResearchGate Investment will result in any additional value, above and beyond the Advance, upon which Dr. Nikolic can call under the terms of this Agreement. The Advance will only be offset against an Investment Entity Payment Demand if the parties hereto reasonably determine in good faith that if such offset is not applied to such Investment Entity Payment Demand, there will likely be insufficient amounts payable in respect of any subsequent Investment Entity Payment Demands against which the offset may be applied ("Determination"). Such Advance payment shall be made by wire transfer to a proper account designated in writing by Dr. Nikolic to Gates.

Foundation Medicine, Inc. and ResearchGate GmbH

Gates, through one or more affiliated entities (the "Gates Purchaser"), has heretofore made an investment in Foundation Medicine, Inc., a Delaware corporation with principal offices located in Cambridge, Massachusetts ("Foundation Medicine"), in the amount of Ten Million Dollars ($10,000,000) (such investment, together with any and all dividends, payments, distributions, securities or other items of value at any time previously or hereafter distributed or paid by Foundation Medicine to the Gates Purchaser in respect of such investment shall be referred to herein as the "Foundation Medicine Investment"), and an investment in ResearchGate GmbH, a German company with limited liability located in Berlin, Germany ("ResearchGate"), in the amount of Ten Million Dollars ($10,000,000) (such investment, together with any and all dividends, payments, distributions, securities or other items of value at any time distributed or paid by ResearchGate to the Gates Purchaser in respect of such investment shall be referred to herein as the "ResearchGate Investment").

Investment Entity Payment Demands

At any time and from time to time commencing on the date hereof and continuing through and including September 3, 2016 (the "Payment Period"), Dr. Nikolic shall have the right, exercisable by written notice to Gates, to demand payment of the increase in value in respect of all or a portion of the Foundation Medicine Investment and/or in respect of up to fifty percent (50%) or a portion of fifty percent (50%) of the ResearchGate Investment (an "Investment Entity Payment Demand"). Dr. Nikolic may deliver to Gates up to an aggregate of four (4) Investment Entity Payment Demands during the Payment Period. Subject to there having been a Determination as set forth in the Advance provision above (in which case the Advance may be offset against the following sum), the amount of each Investment Entity Payment Demand shall be equal to the sum of:

1. The portion of the Foundation Medicine Investment, expressed as a percentage, as to which Dr. Nikolic in his sole discretion elects to make such Investment Entity Payment Demand, multiplied by the difference of (a) the fair market value of the Foundation Medicine

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Investment (including all dividends, payments, distributions, securities and other items of value at any time previously or hereafter distributed or paid by Foundation Medicine in respect of such investment) as of the date of such Investment Entity Payment Demand, less (b) Ten Million Dollars ($10,000,000~~));~~ and ~~less any prior payments under this Agreement; and~~

2. The portion of the ResearchGate Investment, expressed as a percentage, as to which Dr. Nikolic in his sole discretion elects to make such Investment Entity Payment Demand, multiplied by the difference of (a) the fair market value of the ResearchGate Investment (including all dividends, payments, distributions, securities and other items of value at any time previously or hereafter distributed or paid by ResearchGate in respect of such investment) as of the date of such Investment Entity Payment Demand, less (b) Ten Million Dollars ($10,000,000) ~~and any prior payments under this Agreement.~~

The portion of the Foundation Medicine Investment as to which any Investment Entity Payment Demand may be made at any given time may not exceed the difference of 100% less the aggregate percentage of the Foundation Medicine Investment as to which all then prior Investment Entity Payment Demands were paid by Gates to Dr. Nikolic. The portion of the ResearchGate Investment as to which any Investment Entity Payment Demand may be made at any given time may not exceed the difference of 50% less the aggregate percentage of the ResearchGate Investment as to which all then prior Investment Entity Payment Demands were paid by Gates to Dr. Nikolic.

In the event that all but not less than all of the shares of Foundation Medicine or ResearchGate are acquired in an arm's length transaction by a third party entity, not affiliated with either of the parties to this Agreement, then the remaining ~~interest of Dr. Nikolic under this Agreement, in the acquired company, shall be calculated immediately following the date on which the final interest of the Gates Purchaser in the acquired company is known and such amount shall be paid out by Gates to Dr.~~amount that may be payable to Dr. Nikolic under this Agreement in connection with any Investment Entity Payment Demand with respect to the Gates Purchaser's investment in the acquired company (i.e., Foundation Medicine or ReasearchGate) shall be calculated immediately following the effective date of acquisition of 100% of the acquired company by such unaffiliated third party. Gates shall give Dr. Nikolic notice of such acquistion within three (3) business days prior to the effective date thereof, and the amount so calculated shall be paid by Gates to Dr. Nikolic within fifteen (15) days ~~thereafter~~after the date of such acquisition, and upon such payment Dr. Nikolic shall have no further claim under this Agreement as to ~~that particular~~the Gates Purchaser's investment~~.—~~ in the acquired company. Such payment by Gates shall be made in cash and/or in kind at the written election of Dr. Nikolic, which shall be in Dr. Nikolic's sole discretion. In

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the event that Dr. Nikolic elects that any portion of such payment shall be "in-kind", the elected portion shall be paid using the securities distributed by the unaffiliated third party as consideration in connection with its acquisition of 100% of the acquired company. Anything to the contrary provided herein notwithstanding, the calculation and payment of provided for in this paragraph shall not constitute one of the four (4) Investment Entity Payment Demands that Dr. Nikolic is entitled to deliver to Gates pursuant to this Agreement.

Fair Market Values For purposes of calculating the fair market value of the Foundation Medicine Investment and the ResearchGate Investment, the following shall apply:

1. Fair market values shall be determined jointly by Gates and Dr. Nikolic, reasonably, in good faith and in accordance with the provisions hereof.

2. No discounts (including, without limitation, minority discounts or discounts for lack of marketability) will be applied in determining fair market values.

3. Whether or not the Gates Purchaser shall hereafter sell, transfer, convey, encumber or otherwise dispose of all or any portion of the Foundation Medicine Investment or the ResearchGate Investment, other than as provided for in the foregoing paragraph related to an acquisition of the entire company by ~~a~~an unaffiliated third party, the fair market value of each of the Foundation Medicine Investment and the ResearchGate Investment shall be calculated as if no such sale, transfer, conveyance, encumbrance or other disposition ever occurred.

4. Securities traded on any domestic or foreign exchange or included in the NASDAQ Stock Market are valued at their last sale prices reported on the day as of which the value is being determined, or if a security did not trade on such day, the last sale price on the next preceding day on which a sale price was reported. Values in any currency other than U.S. Dollars shall be converted to U.S. Dollars at prevailing exchange rates mutually agreed to by the parties in good faith.

5. In valuing privately held, illiquid equity securities of an issuer, the value of the issuer's total equity will be determined using the valuation of the specific class of equity in the company as determined by the company for purposes of that company's most recent round of financing to have occurred prior to the date that Dr. Nikolic makes a given Investment Entity Payment Demand;

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provided, however, that if any such valuation is more than twelve (12) months old at the time that Dr. Nikolic makes an Investment Entity Payment Demand, then the parties agree to engage a mutually agreed upon independent third party appraiser to provide them with a then current appraisal of the interest held by the Gates Purchaser in such company.

6. During the period that Dr. Nikolic is permitted to make Investment Entity Payment Demands hereunder, upon request from Dr. Nikolic, Gates shall give Dr. Nikolic written notice of any dividends, payments, distributions, securities or other items of value distributed or paid by Foundation Medicine in connection with the Foundation Medicine Investment or by ResearchGate in connection with the ResearchGate Investment. Such notice shall include all relevant terms, provisions and other details regarding any such dividends, payments, distributions, securities and other items of value so distributed or paid.

7. At all times while Dr. Nikolic is permitted to make an Investment Entity Payment Demand hereunder, upon request from Dr. Nikolic, Gates shall provide Dr. Nikolic with true and correct copies of all valuations, financial statements (whether audited or unaudited), reports and other communications which Gates or the Gates Purchaser receives from or delivers to Foundation Medicine or ResearchGate promptly after receiving or delivering the same, provided Gates is not otherwise legally or contractually prohibited from sharing any such information with a third party.

Payment of Investment Entity Payment Demands

Gates shall pay Dr. Nikolic the full amount of each Investment Entity Payment Demand within fifteen (15) days after Gates receives such Investment Entity Payment Demand. Payment shall be made by wire transfer to a proper account designated in writing by Dr. Nikolic to Gates. Default interest shall accrue and be due and payable by Gates to Dr. Nikolic on all such late, outstanding amounts at the default rate of twenty five percent (25%) per annum until all such outstanding amounts are paid in full.

No Sale of Investments Required

Nothing provided in this Agreement shall be deemed to require Gates or the Gates Purchaser to make any sale or other disposition of all or any portion of the Foundation Medicine Interest or the ResearchGate Interest in connection with any or all of the Investment Entity Payment Demands by Dr. Nikolic; it being understood that Dr. Nikolic holds no interest whatsoever in the Foundation Medicine Investment or the ResearchGate Investment and that the Gates Purchaser shall be free in its sole discretion to hold for as long as it shall so desire, or to sell, encumber or otherwise dispose of at any time and from time to time, all or any portion of the

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Foundation Medicine Investment and the ResearchGate Investment, whether before or after Dr. Nikolic makes any or all Investment Entity Payment Demands. Gates has no obligation to make any further investments in either Foundation Medicine or ResearchGate, or in any other entity.

Notices

All notices, requests, permissions or other communications which either party hereto may be required or desire to give to the other party hereto under this Agreement must be in writing and as to Dr. Nikolic, sent by (1) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (2) telecopy, facsimile or email (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid) or (3) express mail or courier (for either same day or next Business Day delivery), and as to Gates, to Larry Cohen by email, text and by phone/call at [redacted]. A notice or other communication sent to Dr. Nikolic in compliance with the provisions of this Section shall be deemed given and received on (x) the fifth (5th) Business Day following the date it is deposited in the U.S. mail, (y) the date of confirmed transmission to the intended recipient if sent by facsimile, telecopy or email (provided that a copy thereof is sent by mail the same day in the manner provided in clause (2) above), or (z) the date it is delivered to the other party's address if sent by express mail or courier. A notice or other communication sent to Gates in compliance with the provisions of this Section shall be deemed given and received upon confirmation of receipt, which shall be given promptly upon actual receipt. All notices, requests, permissions and other communications to Gates shall be addressed to:

Larry Cohen

[redacted]

All notices, requests, permissions and other communications to Dr. Nikolic shall be addressed to:

[PROVIDE NOTICE ADDRESS, FAX AND EMAIL]

Either party hereto may change his contact or address for receiving notices and other communications hereunder by a notice given to the other party hereto in the manner provided in this Section.

Governing Law

This Agreement will be governed, interpreted, and construed under the laws of the State of Washington without regard to its conflicts of law provisions.

Expenses

Each party will be responsible for its or his own costs and expenses (including any fees and expenses of their representatives or advisors)

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incurred at any time in connection with this Agreement or any other agreements, instruments or other documents entered into in connection with the matters addressed by this Agreement.

Release

Dr. Nikolic, on behalf of himself and his heirs, executors, administrators, assigns, and any marital community, expressly waives against Gates, Melinda F. Gates, the families of Gates and Melinda F. Gates, bgC3 LLC, the Bill & Melinda Gates Foundation, and any other entities owned or controlled by Gates~~, together with their predecessors, successors and assigns. and their present and former officers, directors, stockholders, managers, employees, agents, trustees, representatives, general and limited partners, members and attorneys, and their respective present and former employees, agents, representatives, and attorneys~~ (all of which are collectively referred to as "**Released Parties**"), any and all claims, damages, causes of action or disputes of any kind or nature whatsoever, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred at the time of or prior to the execution of this Agreement, including without limitation, those related to the Investment Entity ("**Gates Released Claims**"); and further releases, discharges and acquits Released Parties, individually and in their representative capacities, from any and all Gates Released Claims.~~–~~ Dr. Nikolic represents and warrants that he is the sole and exclusive owner of all Gates Released Claims, and that no other party has any right, title or interest whatsoever in any of the matters referred to herein, including without limitation, any interest he has in the Investment Entity or its underlying assets, and that he is unaware of any basis to assert any form of charge or claim of unlawful discrimination~~.~~; provided, however, that Dr. Nikolic shall be permitted to assign to a wholly owned affiliate all of his rights, title and interest in and to the Investment Entity and to assign all rights and obligations under this Agreement with respect to such Investment Entity to such affiliate.

Gates on behalf of himself and his heirs, executors, administrators, assigns, and marital community, expressly waives against Dr. Nikolic and any marital community any and all claims, damages, causes of action or disputes of any kind or nature whatsoever, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred at the time of or prior to the execution of this Agreement, including without limitation, those related to the Investment Entity ("**Nikolic Released Claims**"); and further releases, discharges and acquits Dr. Nikolic from any and all Nikolic Released Claims. Gates represents and warrants that he is the sole and exclusive owner of all Nikolic Released Claims, and that no other party has any right, title or interest whatsoever in any of the matters referred to herein, including without limitation, any interest he has in the Investment Entity or its underlying assets. Gates further agrees to indemnify, defend and hold harmless Dr. Nikolic from and

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against any ~~claim, demand, cause~~and all claims, damages, causes of action or ~~action, if~~disputes of any kind or nature whatsoever, whether known or unknown, based upon acts or omissions occurring or that could be alleged to have occurred at the time of or prior to the execution of this Agreement, including without limitation, those related to the Investment Entity, that Melinda F. Gates, the families of Gates and Melinda F. Gates, bgC3 LLC, the Bill & Melinda Gates Foundation, and/or any other entities owned or controlled by Gates may assert or make against Dr. Nikolic.

Miscellaneous

1. **Entire Agreement.** Except as noted below, this Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, agreements, representations and warranties by or among the parties hereto or their affiliates, written or oral, with respect to such subject matter, which prior understandings, agreements, representations and warranties are hereby canceled, except any other contract or agreement executed by Dr. Nikolic in favor of any Released Party, such as any confidentiality agreement or assignment of intellectual property.

2. **Amendment.** This Agreement may not be amended, modified or supplemented other than in writing signed by both parties hereto.

3. **Waiver**. Any waiver of any provision hereof must be in writing and shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of either party hereto to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

4. **Binding Effect; Assignability.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, devisees, successors, and permitted assigns. This Agreement (including the rights and obligations hereunder) shall not be assignable by either party hereto except with the prior written consent of the other party hereto; provided, however, that, without the prior written consent of Gates, Dr. ~~Nikolic may assign his rights to receive payments under this Agreement to a wholly owned affiliate of Dr. Nikolic without the prior written consent of Gates.~~ Nikolic shall be permitted to assign to a wholly owned affiliate of

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Dr. Nikolic all of his rights, title and interest in and to the Investment Entity, all of his obligations under this Agreement with respect to the Investment Entity and/or all rights he has to receive payments under this Agreement.

5. **Severability**. If any of the covenants, terms, conditions or provisions of this Agreement are held invalid for any reason, such invalidity shall not affect the other covenants, terms, conditions and provisions hereof which can be given effect without the invalid covenant, term, condition or provision, as the covenants, terms conditions and provisions of this Agreement are intended to be and shall be deemed severable.

6. **Counterparts; Delivery**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by delivery of a facsimile copy of an executed signature page or counterpart hereof or by e-mailing a PDF version of a signed signature page or counterpart hereof, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart hereof.

7. **Construction.** This Agreement shall be deemed to have been prepared, and negotiations shall be deemed to have occurred in connection with such preparation, pursuant to the joint efforts of all of the parties to this Agreement. This Agreement therefore shall be construed simply and fairly and not for or against any party to this Agreement.

8. **Dispute Resolution**. Subject to the parties' right to seek equitable or injunctive relief in court to enforce Section 9 of the Miscellaneous provisions, any and all disputes that arise under this Agreement that are not informally resolved shall be resolved by final and binding arbitration by a sole, neutral arbitrator in Seattle, Washington, under the applicable rules of the American Arbitration Association. In any arbitration or litigation arising from this Agreement, the prevailing party shall be entitled to an award of his costs and attorneys' fees.

9. Confidentiality. ~~Both parties~~Each party hereto shall treat the terms of this Agreement as confidential and, without the prior written consent of the other party hereto, shall not disclose any information

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related hereto, nor any non-public information regarding Foundation Medicine or ResearchGate to any third party; provided, however, that ~~(~~a~~) a~~ party hereto may ~~disclose payment terms and other similar information~~make such disclosure (i) to his accountants, attorneys, tax ~~or legal~~ advisors ~~on a need to know basis provided such individuals also~~and other advisors who require the same for the purpose of performing their services for such party and who agree to maintain the confidentiality of ~~this Agreement and its terms and conditions, and (b) nothing~~ the disclosed information; (ii) as required by any law, rule or regulation, or rule of a court or government authority or agency; (iii) in ~~this Section will prevent a party from giving truthful testimony if properly subpoenaed to testify under oath. In either party is subpoenaed to testify under oath relating~~connection with any pleadings, motions, discovery or other filings in any ~~way to each other, this Agreement or the Released Parties, each party shall (unless prohibited by law) provide notice and a copy of such~~ legal proceedings or arbitration arising out of this agreement; or (iv) in response to a duly authorized subpoena ~~to the other as soon as practicable upon receipt but in no event later than 3 business days after receipt and or within one business day following receipt in the event that the return date of the subpoena is less than 5 days. The party who has received such subpoena shall not respond to it prior to giving the other party the opportunity to try to seek relief from disclosure and will cooperate with the other party to seek to limit disclosure to the fullest extent allowed by law or equity.~~, court order, order from any government authority or other duly authorized discovery or information request. At least five business days prior to making any disclosure pursuant to clause (iv) above (other than in connection with legal proceedings or arbitration arising out of this Agreement pursuant to clause (iii) above), to the extent permissible by applicable laws, rules and regulations, and by rule or order of the applicable court or government authority, the party being asked to make the disclosure shall inform the other party hereto of the disclosure request, so as to permit the other party hereto to seek a protective order or other appropriate relief if he so desires, and the party being asked to make the disclosure will reasonably cooperate with any such effort by the other party hereto; provided, however that nothing provided herein shall prohibit the party being asked to make the disclosure from timely complying with any such subpoena, court order, order from government authority or other duly authorized discovery or information request.

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AGREED TO AND ACCEPTED

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Boris Nikolic

AGREED TO AND ACCEPTED

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William H. Gates

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