

August 26, 2013

William H. Gates

**RE: Letter of Agreement Regarding Purchase of Interest
in Investment Entity**

Dear Bill:

This letter sets forth the agreement by and between you, William H. Gates (“Mr. Gates”), and me, Dr. Boris Nikolic (“Dr. Nikolic”), with respect to the purchase by Mr. Gates from Dr. Nikolic of Dr. Nikolic’s interest created under our prior agreement in a certain \$30 Million to \$50 Million Investment Entity (the “Investment Entity”). With respect to Mr. Gates’s purchase from Dr. Nikolic of Dr. Nikolic’s interest in the Investment Entity, Mr. Gates and Dr. Nikolic have agreed as follows:

**Termination of
Employment and
Business and
Financial
Relationships**

On February 15, 2014, Dr. Nikolic’s employment with bgC3 LLC shall terminate, as will all financial and business relationships between Dr. Nikolic, on the one hand, and each of Mr. Gates, Melinda F. Gates, the Bill and Melinda Gates Foundation and all other entities owned or controlled by William H. Gates, on the other hand, except for those relationships created by the provisions of this Agreement.

**Sale and Purchase
of Interest in
Investment Entity**

Dr. Nikolic shall sell, transfer and convey to Mr. Gates, and Mr. Gates shall purchase from Dr. Nikolic, all of Dr. Nikolic’s right, title and interest in and to the Investment Entity for a purchase price equal to the aggregate of all Investment Entity Payment Demands (as hereinafter defined) made by Dr. Nikolic to Mr. Gates during the Payment Period (as hereinafter defined). Such sale and purchase shall be deemed to have been completed, effective upon Mr. Gates’s payment in full to Dr. Nikolic of all Investment Entity Payment Demands, together with all other amounts due and payable by Mr. Gates to Dr. Nikolic, under this Agreement.

Advance

Simultaneously with the execution of this Agreement by the parties hereto, Mr. Gates will pay Dr. Nikolic the sum of Ten Million Dollars (\$10,000,000) as an advance against Mr. Gates’s payment to Dr. Nikolic of amounts due in respect of the Investment Entity Payment Demands to be made by Dr. Nikolic to Mr. Gates pursuant to 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. Such advance payment shall be made by wire transfer to an account designated

in writing by Dr. Nikolic to Mr. Gates.

**Foundation
Medicine, Inc. and
ResearchGate
GmbH**

Mr. 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 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 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 August __, 2016 (the “Payment Period”), Dr. Nikolic shall have the right, exercisable by written notice to Mr. Gates, to demand payment of the increase in value in respect of all or a portion of the Foundation Medicine Investment and/or all or a portion of the ResearchGate Investment (an “Investment Entity Payment Demand”). Dr. Nikolic may deliver to Mr. Gates up to an aggregate of four (4) Investment Entity Payment Demands during the Payment Period. 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 Investment (including all dividends, payments, distributions, securities or 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
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 or 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).

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

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 Mr. 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, 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 reasonably and in good faith by the parties hereto, as they mutually determine is

appropriate, using, among other things, any of an income approach, a market approach (including without limitation a public company market multiple method and similar transactions method), a cost approach, or any other approach, as they mutually determine is appropriate, and, in the event that there are multiple classes of equity of that issuer, then, using any allocation methods, including but not limited to, an option pricing method, a probability weighted expected return method, a current value method, and any other method, as they mutually determine is appropriate to determine the value of the particular class of equity security at issue.

6. During the period that Dr. Nikolic is permitted to make Investment Entity Payment Demands hereunder, Mr. Gates shall give Dr. Nikolic written notice promptly after each time that the Gates Purchaser receives any dividends, payments, distributions, securities or other items of value in connection with the Foundation Medicine Investment or 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 received.
7. At all times while Dr. Nikolic is permitted to make an Investment Entity Payment Demand hereunder, Mr. Gates shall provide Dr. Nikolic with true and correct copies of all valuations, financial statements (whether audited or unaudited), reports and other communications which Mr. Gates or the Gates Purchaser receives from or delivers to Foundation Medicine or ResearchGate promptly after receiving or delivering the same.
8. Promptly after executing this Agreement, Mr. Gates and the Gates Purchaser shall communicate with the appropriate representatives of Foundation Medicine and ResearchGate to designate Dr. Nikolic as an authorized representative of Mr. Gates and the Gates Purchaser to ask questions of, receive reports, financial statements, documents, materials, emails, and information from, and otherwise communicate with representatives of Foundation Medicine and ResearchGate regarding any and all matters material to the prospects, performance and financial condition thereof and the value of the Foundation Medicine Investment and the ResearchGate Investment.
9. At all times while Dr. Nikolic is permitted to make an Investment Entity Payment Demand hereunder, Mr. Gates shall give Dr. Nikolic prompt written notice of any and all sales, transfers, conveyances, encumbrances or other dispositions by the Gates Purchaser of all or any portion of the Foundation Medicine Interest

and/or the ResearchGate Interest, including in such notice all terms and conditions of such sale, transfer, conveyance, encumbrance, or other disposition and copies of all documents and instruments evidencing the same.

**Payment of
Investment Entity
Payment Demands**

Mr. Gates shall pay Dr. Nikolic the full amount of each Investment Entity Payment Demand within five (5) days after Mr. Gates receives such Investment Entity Payment Demand. Payment shall be made by wire transfer to an account designated in writing by Dr. Nikolic to Mr. Gates. In the event that Mr. Gates fails to pay the full amount of any Investment Entity Payment Demand within five (5) days after receiving such Investment Entity Payment Demand from Dr. Nikolic, an additional Ten Million Dollars (\$10,000,000) shall be due and payable by Mr. Gates to Dr. Nikolic, together with the full amount of such Investment Entity Payment Demand, and default interest shall accrue and be due and payable by Mr. Gates to Dr. Nikolic on all such outstanding amounts at the default rate of the lesser of (1) twenty-five percent (25%) per annum and (2) the maximum interest rate allowed by law, until all such outstanding amounts are paid in full.

**No Sale Required
of Mr. Gates**

Nothing provided in this Agreement shall be deemed to require Mr. 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 Mr. Gates and the Gates Purchaser shall be free in their sole discretion to hold for as long as they 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 Foundation Medicine Investment and the ResearchGate Investment, whether before or after Dr. Nikolic makes any or all Investment Entity Payment Demands.

**Investment
Representations**

Each party understands that the transaction contemplated by this Agreement is a private transaction exempt from registration under the Securities Act. Each party represents that such party has substantial experience in evaluating and investing in private transactions of securities so that he is capable of evaluating the merits and risks of the transaction contemplated by this Agreement and can bear the economic risk of such transaction, that by reason of his business or financial experience, such party has the capacity to protect his own interests in connection with the transaction contemplated by this Agreement, and that he is an accredited investor within the meaning of Regulation D under the Securities Act.

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 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). A notice or other communication sent 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.

All notices, requests, permissions and other communications to Mr. Gates shall be addressed to:

[PROVIDE NOTICE ADDRESS, FAX AND EMAIL]

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 address for 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 own costs and expenses (including any fees and expenses of their representatives or advisors) 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.

Miscellaneous

1. **Entire Agreement.** 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.

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.** Mr. Gates agrees that this Agreement is binding on himself, individually, and his heirs, successors, assigns and personal representatives. 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.
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 strictly for or against any party to this Agreement.

Expiration

Please advise Boris Nikolic in person or by e-mail to Boris Nikolic [REDACTED] of your response by to this letter by 5:00 p.m. on August 30, 2013, after which time it will expire.

Sincerely,

Boris Nikolic

AGREED AND ACCEPTED TO THIS ___ day of August, 2013 by:

William H. Gates