

**CONFIDENTIAL DRAFT FOR PURPOSES
OF SETTLEMENT DISCUSSIONS ONLY**

September 3, 2013

~~bgC3-LLC~~

~~Attention: William H. Gates, Manager~~ William H. Gates

Dear Bill:

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

This letter sets forth the agreement by and between ~~bgC3-LLC~~you, William H. Gates ("~~bgC3~~Gates"), and me, Dr. Boris Nikolic ("Dr. Nikolic"), with respect to the purchase by ~~bgC3~~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 created under our prior agreement in a certain \$30 Million to \$50 Million in certain investments discovered and researched by Dr. Nikolic Investment Entity (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 With respect to bgC3's-Gates shall purchase from Dr. Nikolic of Dr. Nikolic's interest in the Investment Entity., ~~bgC3-Gates~~ and Dr. Nikolic have agreed as follows:

Termination of Employment and Business and Financial Relationships
Dissolution and Winding Up the Partnership

~~On February 15, 2014, Dr. Nikolic's employment with bgC3 shall terminate, as will all financial and business relationships between Dr. Nikolic, on the one hand, and each of bgC3, William H. 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. 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 bgC3Gates, and bgC3-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 bgC3Gates during the Payment Period (as hereinafter defined) pursuant to this Agreement. Such sale and purchase shall be deemed to have been completed, effective upon bgC3's-Gates' payment in full to Dr. Nikolic of all amounts payable under all Investment Entity Payment Demands to be made under this Agreement, together with all other amounts due and payable by bgC3 to Dr. Nikolic under this

Agreement.

Advance

~~bgC3-Gates will cause to be paid to pay~~ Dr. Nikolic the sum of Five One Million Two Hundred Fifty Thousand Dollars (\$5,000,000/1,250,000) upon execution of this Agreement, ~~(i.e., on September 3, 2013)~~ and, provided Dr. Nikolic remains in compliance with his obligations to Gates, Five One Million Two Hundred Fifty Thousand Dollars (\$5,000,000/1,250,000) on February 10/January 1, 2014 (collectively, the “Advances”), as advances against ~~bgC3’s~~ Gates’ payment to Dr. Nikolic of the amounts due under the Investment Entity Payment Demands to be made by Dr. Nikolic to ~~bgC3-Gates~~ pursuant to this Agreement. Dr. Nikolic shall be entitled to retain such Advances even if there is no increase in value in the Foundation Medicine Investment or the ResearchGate Investment prior to the end of the expiration of the Payment Period and there is no guaranty that the Foundation Medicine Investment or the ResearchGate Investment will result in any additional value above and beyond the Advances, upon which Dr. Nikolic can call under the terms of this Agreement. To the extent there is an increase in value above the amount of such Advances, the amount of the Advances will be offset first before any amounts are due Dr. Nikolic. Such advances 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 ~~a~~ Advance payments shall be made by wire transfer to an proper account designated in writing by Dr. Nikolic to ~~bgC3-Gates~~.

Foundation Medicine, Inc. and ResearchGate GmbH

~~bgC3-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 ~~bgC3Gates~~, to demand payment of the increase in value in respect of all or a portion of the Foundation Medicine Investment and/or ~~all-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 ~~bgC3Gates~~ 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 (provided it is equal to or smaller than any percentage remaining after any prior partial percentage Investment Entity Payment Demands), multiplied by the difference of (a) the fair market value of the Foundation Medicine 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, including the Advances; 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 (provided it is equal to or smaller than any percentage remaining after any prior partial percentage Investment Entity Payment Demands), 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, including the Advances.

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 ~~bgC3Gates~~ 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 ~~100~~50% less the aggregate percentage of the ResearchGate Investment as to which all then prior Investment Entity Payment Demands were paid by ~~bgC3Gates~~ to Dr. Nikolic.

In the event that all of the shares of Foundation Medicine or ResearchGate are acquired 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 is known and such amount shall be paid out by Gates to Dr. Nikolic and Dr. Nikolic shall have no further claim under this Agreement as to that particular investment.

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 ~~bgC3Gates~~ 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 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; provide, however, 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 third party appraiser to provide them with a then current appraisal of the interest held by the Gates Purchaser in such company. ~~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, upon request from Dr. Nikolic, bgC3Gates 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, bgC3Gates shall provide Dr. Nikolic with true and correct copies of all valuations, financial statements (whether audited or unaudited), reports and other communications which bgC3Gates 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**

~~bgC3Gates~~ shall pay Dr. Nikolic the full amount of each Investment Entity Payment Demand within ~~five-fifteen~~ (15) days after ~~bgC3Gates~~ receives such Investment Entity Payment Demand. Payment shall be made by wire transfer to an proper account designated in writing by Dr. Nikolic to ~~bgC3Gates~~. ~~In the event that bgC3 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 bgC3 to Dr. Nikolic, together with the full amount of such Investment Entity Payment Demand, and default~~Default interest shall accrue and be due and payable by ~~bgC3Gates~~ to Dr. Nikolic on all such late, outstanding amounts at the default rate of the lesser of (1) ~~twenty-five~~twelve percent (~~25~~12%) per annum and (2) the maximum interest rate allowed by law, until all such outstanding amounts are paid in full.

**No Sale of Investments
Required**

Nothing provided in this Agreement shall be deemed to require ~~bgC3Gates~~ 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 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 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 ~~bgC3~~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 its or 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 ~~New York~~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) 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 (“Released Claims”); and further releases, discharges and acquits Released Parties, individually and in their representative capacities, from any and all Released Claims. Dr. Nikolic represents and warrants that he is the sole and exclusive owner of all 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.

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 Dr. Nikolic may assign ~~this Agreement (and his rights to receive payments under this Agreement and obligations hereunder)~~ to a wholly owned affiliate of Dr. Nikolic without the prior written consent of ~~bgC3Gates, and Gates may assign his rights and obligations under this Agreement to a wholly owned affiliate of Gates without the prior written consent of Dr. Nikolic.~~

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.
8. **Dispute Resolution.** Subject to Gates' right to seek equitable or injunctive relief in court, 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 shall treat the terms of this

Agreement as confidential and shall not disclose any information related hereto, nor any non-public information regarding Foundation Medicine or ResearchGate to any third party; provided, however, that a party may disclose payment terms and other similar information to his tax advisors on a need to know basis.

7.

Sincerely,

Boris Nikolic

AGREED TO AND ACCEPTED THIS 3rd day of September, 2013 by:

~~bgC3-LLC~~

By: _____
William H. Gates, ~~Manager~~