

September 3, 2013

bgC3 LLC  
Attention: William H. Gates, Manager

Dear Bill:

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

This letter sets forth the agreement by and between bgC3 LLC ("bgC3"), and me, Dr. Boris Nikolic ("Dr. Nikolic"), with respect to the purchase by bgC3 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 bgC3's purchase from Dr. Nikolic of Dr. Nikolic's interest in the Investment Entity, bgC3 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 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.

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

Dr. Nikolic shall sell, transfer and convey to bgC3, and bgC3 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 amounts payable under all Investment Entity Payment Demands (as hereinafter defined) to be made by Dr. Nikolic to bgC3 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 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 will pay Dr. Nikolic the sum of Five Million Dollars (\$5,000,000) upon execution of this Agreement (i.e., on September 3, 2013) and Five Million Dollars (\$5,000,000) on February 10, 2014, as advances against bgC3's payment to Dr. Nikolic of the amounts due under the Investment Entity Payment Demands to be made by Dr. Nikolic to bgC3 pursuant to this Agreement. 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 advance payments shall be made by wire transfer to an account designated in writing by Dr. Nikolic to bgC3.

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

bgC3, 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 September 3, 2016 (the "Payment Period"), Dr. Nikolic shall have the right, exercisable by written notice to bgC3, 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 bgC3 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 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
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).

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 bgC3 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% less the aggregate percentage of the ResearchGate Investment as to which all then prior Investment Entity Payment Demands were paid by bgC3 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 bgC3 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, upon request from Dr. Nikolic, bgC3 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, bgC3 shall provide Dr. Nikolic with true and correct copies of all valuations, financial statements (whether audited or unaudited), reports and other communications which bgC3 or the Gates Purchaser receives from or delivers to Foundation Medicine or ResearchGate promptly after receiving or delivering the same.

**Payment of  
Investment Entity  
Payment Demands**

bgC3 shall pay Dr. Nikolic the full amount of each Investment Entity Payment Demand within five (5) days after bgC3 receives such Investment Entity Payment Demand. Payment shall be made by wire transfer to an account designated in writing by Dr. Nikolic to bgC3. 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 interest shall accrue and be due and payable by bgC3 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 of Investments Required**

Nothing provided in this Agreement shall be deemed to require bgC3 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.

**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 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 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.

## 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.** 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 and obligations hereunder) to a wholly owned affiliate of Dr. Nikolic without the prior written consent of bgC3.
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.

Sincerely,

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Boris Nikolic

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

bgC3 LLC

By: \_\_\_\_\_  
William H. Gates, Manager