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**FOUNDATION MEDICINE, INC.**

**THIRD AMENDED AND RESTATED STOCKHOLDERS' VOTING AGREEMENT**

**September 10, 2012**

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## FOUNDATION MEDICINE, INC.

### THIRD AMENDED AND RESTATED STOCKHOLDERS' VOTING AGREEMENT

THIS THIRD AMENDED AND RESTATED STOCKHOLDERS' VOTING AGREEMENT (this "**Agreement**") is made as of September 10, 2012, by and among Foundation Medicine, Inc., a Delaware corporation (the "**Company**"), the holders of the Company's Preferred Stock (the "**Investors**") listed on the Schedule of Investors attached hereto as Schedule A and the holders of the Company's Common Stock (the "**Common Holders**"), listed on the Schedule of Common Holders attached hereto as Schedule B. The Company, the Investors and the Common Holders are individually each referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**." The Investors and the Common Holders are collectively referred to herein as the "**Stockholders**." The Company's Board of Directors is referred to herein as the "**Board**."

#### WITNESSETH:

WHEREAS, the Company and certain Investors have entered into that certain Series B Convertible Preferred Stock Purchase Agreement dated as of September 10, 2012 (the "**Purchase Agreement**"), which provides for, among other things, the purchase by such Investors of shares of the Company's Series B Convertible Preferred Stock, par value \$0.0001 per share (the "**Series B Preferred Stock**");

WHEREAS, the Company has filed a Fifth Amended and Restated Certificate of Incorporation (as it may be amended and/or restated from time to time, the "**Restated Certificate**"), which provides for the election of the Preferred Stock Directors (as defined in the Restated Certificate);

WHEREAS, the Company, certain Investors and the Common Holders have previously entered into that certain Second Amended and Restated Stockholders' Voting Agreement dated as of August 23, 2011 (the "**Prior Agreement**") and desire to amend and restate the Prior Agreement and to accept the rights created pursuant hereto in lieu of the rights created under the Prior Agreement; and

WHEREAS, to induce certain Investors to enter into the Purchase Agreement and purchase shares of Series B Preferred Stock thereunder, the Company, the other Investors and the Common Holders have agreed to enter into this Agreement with the Investors.

NOW, THEREFORE, in consideration of the foregoing premises and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Agreement to Vote. During the term of this Agreement, each Stockholder hereby agrees to vote, or cause to be voted, all shares of the Company's voting securities now or hereafter owned by it, whether beneficially or otherwise, and voting securities over which it now or hereafter has voting control (collectively, the "**Shares**") at a regular or special meeting of stockholders (or by written consent) in accordance with the provisions of this Agreement. An assignee or transferee of Shares is hereinafter referred to as a "**Transferee**."

## 2. Election of Directors.

(a) Voting. In any election of directors of the Company each Stockholder and Transferee thereof holding Shares shall vote at any regular or special meeting of stockholders (or by written consent) all Shares as may be necessary (x) to maintain the authorized number of members of the Board at eight (8) directors; provided, however, that two (2) of the eight (8) director seats shall be initially vacant, with such vacancies to be filled in accordance with Section 2(b)(vi) below; and provided further, however, that such size of the Board of Directors may be subsequently increased or decreased in accordance with the provisions of the Company's Restated Certificate and Bylaws, pursuant to an amendment of this Agreement in accordance with Section 13 hereof; and (y) to elect and maintain the members of the Board as follows:

(i) three (3) Series A Designees (as defined below) as the "**Preferred Stock Directors**";

(ii) the CEO Designee (as defined below) as the "**CEO Director**";

(iii) one (1) Founder Designee (as defined below) as the "**Founder Director**"; and

(iv) up to three (3) Independent Designees (as defined below) as the "**Independent Directors.**"

(b) Designation of Directors. The designees to the Board described above (each, a "**Designee**") shall be selected as follows:

(i) So long as Third Rock Ventures, L.P. and its Affiliated Funds (collectively, "**Third Rock**") hold after the date hereof at least five percent (5%) of the shares of Series A Preferred Stock, par value \$0.0001 per share (the "**Series A Preferred Stock**" and together with the Series B Preferred Stock, the "**Preferred Stock**"), held by Third Rock as of the date of this Agreement, subject to adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the shares of Series A Preferred Stock, Third Rock shall be entitled to designate one (1) Preferred Stock Director (a "**Series A Designee**"). The Series A Designee of Third Rock shall initially be Mark Levin.

(ii) So long as KPCB Holdings, Inc. and its Affiliated Funds (collectively, "**KPCB**") hold after the date hereof, at least five percent (5%) of the shares of Series A Preferred Stock held by KPCB as of the date of this Agreement, subject to adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the shares of Series A Preferred Stock, KPCB shall be entitled to designate one (1) Series A Designee. The Series A Designee of KPCB shall initially be Brook Byers.

(iii) So long as Google Ventures 2011, L.P. and its Affiliated Funds (collectively, "**GV**" and each of GV, Third Rock and KPCB, a "**Designating Fund**") hold after the date hereof at least five percent (5%) of the shares of Series A Preferred Stock held by GV as of the date of this Agreement, subject to adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the shares of Series A Preferred

Stock, GV shall be entitled to designate one (1) Series A Designee. The Series A Designee of GV shall initially be Krishna Yeshwant.

(iv) The “**CEO Designee**” shall be the individual who is then serving as the full-time Chief Executive Officer of the Company, as approved from time to time by the Board, including at least two (2) Preferred Stock Directors. The CEO Designee shall initially be Michael Pellini.

(v) The “**Founder Designee**” shall be the individual designated by the Founding Academic Advisors (as defined below) holding a majority-in-interest of the Shares then held by all Founding Academic Advisors (such Founding Academic Advisors, the “**Required Founding Academic Advisors**”). The term “**Founding Academic Advisors**” means Alexis Borisy, Eric Lander, Todd Golub, Levi Garraway and Matthew Meyerson. The Founder Designee shall initially be Alexis Borisy.

(vi) Each “**Independent Designee**” shall be an individual designated by the Board, including at least two (2) of the Preferred Stock Directors, provided that if an individual is affiliated with a Designating Fund, then such approval of the Board must include the approval of the Preferred Stock Directors who were designated by the Designating Funds that are unaffiliated with such individual. One of the Independent Designees shall initially be David Schenkein.

For purposes of this Agreement, the term “**Affiliated Funds**” means (i) with respect to a Stockholder that is a limited liability company or a limited liability partnership, a fund or entity managed or advised by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company or adviser, or (ii) with respect to a Stockholder that is not a limited liability company or a limited liability partnership, an entity controlling, controlled by, or under common control with such Stockholder (including, for avoidance of doubt, subsidiaries and parent companies of such Stockholder).

(c) Changes in Designees.

(i) For purposes of this Agreement, each of Third Rock, KPCB, GV and the Required Founding Academic Advisors is referred to as a “**Designator**” or as “**Designators**”, as applicable. From time to time during the term of this Agreement, a Designator or Designators may, in their sole discretion:

(1) elect to remove from the Board any incumbent Designee who occupies a Board seat for which such Designator(s) are entitled to designate the Designee under Section 2(b); and/or

(2) designate a new Designee for election to a Board seat for which such Designator(s) are entitled to designate the Designee under Section 2(b) (whether to replace a prior Designee or to fill a vacancy in such Board seat);

provided such removal and/or designation of a Designee is approved in a writing signed by Designator(s) who are entitled to designate such Designee under Section 2(b), in which case such

election to remove a Designee and/or elect a new Designee will be binding on all such Designators.

(ii) From time to time during the term of this Agreement, the Board may, in its sole discretion, in accordance with the applicable provisions of Section 2:

(1) elect to remove from the Board any incumbent CEO Designee or Independent Designee; and/or

(2) designate a new CEO Designee or Independent Designee for election to the Board (whether to replace a prior CEO Designee or Independent Designee or to fill a vacancy in such Board seat).

(iii) In the event of such a removal and/or designation of a Designee from the Board under this Section 2(c), the Stockholders shall vote their Shares to cause: (a) the removal from the Board of the Designee(s) so designated for removal by the appropriate Designator(s) or Board, as applicable; and (b) the election to the Board of any new Designee(s) so designated for election to the Board by the appropriate Designator(s) or the Board, as applicable.

(d) Committees. Unless otherwise approved by the Preferred Stock Directors, each committee or sub-committee of the Board shall be comprised of at least two (2) Preferred Stock Directors.

(e) Meetings and Expenses. The Board shall meet at least eight (8) times per year, in person or by conference call, unless otherwise approved by a majority of the then-serving directors. Directors shall be reimbursed for their reasonable travel or other expenses incurred in connection with their role as director, including, attendance at meetings of the Board or committees thereof, or other Company business.

(f) No Liability. No Party, nor any affiliate of such Party, shall have any liability as a result of designating a person for election as a director for any act or omission by such Designee in his or her capacity as a director of the Company, nor shall any Party have any liability as a result of voting for any such Designee in accordance with the provisions of this Agreement.

(g) Board Observers.

(i) So long as KPCB owns shares of Preferred Stock, the Company will permit a representative (the "**KPCB Observer**") of KPCB to attend all meetings of the Board and all committees thereof (whether in person, telephonic or other) in a non-voting, observer capacity and, in this respect, shall give such KPCB Observer copies of all notices, minutes, consents and all other material that it provides to the directors. The Company may, in its sole discretion, invite one or more additional representatives of KPCB or any other of the Company's stockholders to attend meetings of the Board as additional observers; provided that the terms set forth in this Agreement shall apply to the attendance of any such additional observers. A majority of the Board shall have the right to exclude any KPCB Observer from portions of meetings of the Board or omit to provide any KPCB Observer with certain

information if such members of the Board believe in good faith, based on the advice of Company counsel, that (a) such exclusion or omission is necessary in order to preserve the Company's attorney-client privilege or fulfill the Company's obligations with respect to confidential or proprietary information of third parties or (b) access to such information or attendance at such meeting could result in disclosure of trade secrets to any KPCB Observer or any of the KPCB Observer's affiliates. KPCB shall ensure that the KPCB Observer complies with Section 3.3 of that certain Amended and Restated Investors' Rights Agreement between the Company and the other parties thereto dated on or about the date hereof (as it may be amended and/or restated from time to time, the "**Investors' Rights Agreement**").

(ii) So long as GV owns shares of Preferred Stock, if GV is not represented on the Board, the Company will permit a representative (the "**GV Observer**") of GV to attend all meetings of the Board and all committees thereof (whether in person, telephonic or other) in a non-voting, observer capacity and, in this respect, shall give such GV Observer copies of all notices, minutes, consents and all other material that it provides to the directors. The Company may, in its sole discretion, invite one or more additional representatives of GV or any other of the Company's stockholders to attend meetings of the Board as additional observers; provided that the terms set forth in this Agreement shall apply to the attendance of any such additional observers. A majority of the Board shall have the right to exclude any GV Observer from portions of meetings of the Board or omit to provide any GV Observer with certain information if such members of the Board believe in good faith, based on the advice of Company counsel, that (a) such exclusion or omission is necessary in order to preserve the Company's attorney-client privilege or fulfill the Company's obligations with respect to confidential or proprietary information of third parties or (b) access to such information or attendance at such meeting could result in disclosure of trade secrets to any GV Observer or any of the GV Observer's affiliates. GV shall ensure that the GV Observer complies with Section 3.3 of the Investors' Rights Agreement.

(h) Indemnification Agreements. The Company will enter into an indemnification agreement with each director elected from time to time pursuant to this Agreement. Unless otherwise agreed to by a director, the terms of such indemnification agreement shall be no less favorable to the director than the terms of the form of indemnification agreement approved by the Company's stockholders in August 2011.

3. Vote to Increase Authorized Common Stock. Each Stockholder agrees to vote or cause to be voted all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any given time.

#### 4. Drag Along.

(a) Definitions. A "**Sale of the Company**" shall mean either: (a) a transaction or series of related transactions in which an individual, firm, corporation, partnership, association, limited liability company, trust or any other entity ("**Person**"), or a group of Persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the then

outstanding voting power of the Company (a “**Stock Sale**”); or (b) a transaction that qualifies as a “**Deemed Liquidation Event**” as defined in the Restated Certificate.

(b) Actions to be Taken. In the event that each of (i) Investors holding at least two-thirds of the shares of Common Stock then issued or issuable upon conversion of the shares of Preferred Stock (the “**Selling Investors**”) and (ii) the Board approve (by vote or written consent) a Sale of the Company specifying that this Section 4 shall apply to such transaction, then each Stockholder hereby agrees:

(i) if such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise has voting control, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together with any related amendment to the Restated Certificate required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could delay or impair the ability of the Company to consummate such Sale of the Company;

(ii) if such transaction is a Stock Sale, to sell the same proportion of Shares of the Company beneficially held by such Stockholder as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Shares, and, except as permitted in Section 4(c) below, on the same terms and conditions as the Selling Investors;

(iii) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Investors in order to carry out the terms and provisions of this Section 4, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents;

(iv) not to deposit, and to cause their affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such Party or affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquiror in connection with the Sale of the Company;

(v) to refrain from exercising any dissenters’ rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company; and

(vi) if the consideration to be paid in exchange for the Shares pursuant to this Section 4 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”), the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares

which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares.

(c) Requirements. In connection with any specific proposed Sale of the Company (the “**Proposed Sale**”), a Stockholder shall not be required to comply with Section 4(b) unless:

(i) any representations and warranties to be made by such Stockholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including but not limited to representations and warranties that (A) the Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (B) the obligations of the Stockholder in connection with the transaction have been duly authorized, if applicable, (C) the documents to be entered into by the Stockholder have been duly executed by the Stockholder and delivered to the acquirer and, subject to customary exceptions, are enforceable against the Stockholder in accordance with their respective terms and (D) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Stockholder’s obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(ii) the Stockholder shall not be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Proposed Sale, other than the Company (and such liability is limited to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of the Company of any of identical representations, warranties and covenants provided by all stockholders);

(iii) the liability for indemnification, if any, of such Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Proposed Sale, is several and not joint with any other Person (and such liability is limited to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any stockholder of the Company of any of identical representations, warranties and covenants provided by all stockholders), and is pro rata in proportion to the amount of consideration paid to such Stockholder in connection with such Proposed Sale (in accordance with the provisions of the Restated Certificate);

(iv) liability shall be limited to such Stockholder’s applicable share (determined based on the respective proceeds payable to each Stockholder in connection with such Proposed Sale in accordance with the provisions of the Restated Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders but that in no event exceeds the amount of consideration otherwise payable to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(v) upon the consummation of the Proposed Sale, (A) except as provided in Section 4(b)(vi) of this Agreement, each holder of each class or series of the Company's stock will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (B) each holder of a series of Preferred Stock will receive the same amount of consideration per share of such series of Preferred Stock as is received by other holders in respect of their shares of such same series, (C) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (D) unless the Investors holding at least two-thirds of the Preferred Stock then outstanding (on an as converted to Common Stock basis) elect otherwise by written notice given to the Company at least two (2) days prior to the effective date of any such Proposed Sale, the aggregate consideration receivable by all holders of the Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Stock are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Restated Certificate as in effect immediately prior to the Proposed Sale; and

(vi) subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such capital stock will be given the same option.

(d) Restrictions on Stock Sales. No Stockholder shall be a party to any Stock Sale to which the Board has specified that this Section 4 applies unless all Stockholders are required to participate in such transaction and the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Restated Certificate as in effect immediately prior to the Stock Sale (as if such transaction were a Deemed Liquidation Event), unless the Selling Investors elect otherwise by written notice given to the Company at least two (2) days prior to the effective date of any such Stock Sale.

5. Additional Parties. The Company will cause any person or entity who acquires Shares and/or options, warrants, or convertible securities convertible into or exercisable for Shares representing one percent (1%) or more of the Company's then outstanding capital stock to execute this Agreement and become bound hereby upon the execution of an adoption agreement to this Agreement, in the form of Attachment A (the "**Adoption Agreement**"). Any such party that acquires or has a right to acquire any shares of Preferred Stock shall thereupon be deemed an "Investor" for all purposes hereunder and any party that acquires or has a right to acquire only shares of Common Stock shall be deemed a "Common Holder" for all purposes hereunder.

6. No Revocation. The voting agreements contained herein are coupled with an interest and may not be revoked during the term of the Agreement. Each Party hereto represents and warrants that this Agreement has been duly authorized, executed and delivered by such Party and constitutes the valid and legally binding obligation of such Party, enforceable in accordance with its terms. Each Stockholder represents and warrants that it has not granted, and is not a party to, any proxy, voting trust or other agreement which is inconsistent with, conflicts with or violates

any provision of this Agreement. No Stockholder shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with, conflicts with or violates any provision of this Agreement.

7. Legend on Share Certificates. Each certificate representing any Shares subject to this Agreement shall be endorsed by the Company with a legend reading substantially as follows:

THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A STOCKHOLDERS' VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN REQUEST FROM THE ISSUER), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID STOCKHOLDERS' VOTING AGREEMENT.

8. Specific Enforcement. It is agreed and understood that monetary damages would not adequately compensate an injured Party for the breach of this Agreement by any Party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each Party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

9. Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

10. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or sent by facsimile or otherwise delivered by commercial overnight delivery service, hand or by messenger addressed:

(a) if to an Investor at the Investor's address or facsimile number as set forth on Schedule A, as may be updated in accordance with the provisions hereof, with a copy (which shall not constitute notice) to (i) Greenberg Traurig, LLP, One International Place, Boston, MA 02110, Attn: Bradley A. Jacobson, Esq., facsimile: (617) 279-8402, (ii) Faber Daeufer Itrato & Cabot, 950 Winter Street, Suite 4500, Waltham, MA 02451, Attn: Joseph L. Faber, Esq., facsimile: (781) 795-4747, and (iii) K&L Gates LLP, 4350 Lassiter at North Hills Avenue, Suite 300, PO Box 17047, Raleigh, North Carolina 27619, Attn: D. Scott Coward, Esq., facsimile: (919) 516-2028;

(b) if to any Common Holder, at such address or facsimile number as set forth on Schedule B, as may be updated in accordance with the provisions hereof; or

(c) if to the Company, one copy should be sent to Foundation Medicine, Inc., One Kendall Square, Suite B3501 Cambridge MA 02139, Attn: Chief Executive Officer, or at such other address as the Company shall have furnished to the Investors, with a copy to Kingsley Taft, Esq., Goodwin Procter LLP, 53 State Street, Boston, MA 02109, facsimile: (617) 523-1231.

(d) Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail or commercial overnight delivery service, at the earlier of its receipt or seventy-two (72) hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail or with such commercial overnight delivery service, addressed and mailed as aforesaid. Each such notice or other communication sent outside the United States shall be sent by commercial overnight delivery service.

11. Term. This Agreement shall terminate and be of no further force or effect immediately following the earliest to occur of: (a) the closing of a Qualified Public Offering (as defined in the Restated Certificate); (b) the closing of a Deemed Liquidation Event, provided that the provisions of Section 4 hereof will continue after the closing of the Sale of the Company to the extent necessary to enforce the provisions of Section 4 with respect to such Sale of the Company and provided that in the case of a sale of assets, such termination shall occur only upon completion of the distribution of all proceeds of such sale to the stockholders of the Company in accordance with the Restated Certificate; or (c) upon written agreement of (i) the Company, (ii) Common Holders holding a majority-in-interest of the Common Stock then held by all Common Holders then employed by or in a consulting relationship with the Company, (iii) subject to Section 13, Investors holding at least two-thirds of the Shares (on an as-converted to Common Stock basis) then held by all Investors, (iv) so long as KPCB has the right to designate a Series A Designee or to designate a KPCB Observer, KPCB; (v) so long as Third Rock has the right to designate a Series A Designee, Third Rock; and (vi) so long as GV has the right to designate a Series A Designee or to designate a GV Observer, GV.

12. Manner of Voting. The voting of shares pursuant to this Agreement may be effected in person, by proxy, by written consent, or in any other manner permitted by applicable law.

13. Amendments and Waivers. Any term hereof may be amended and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of (i) the Company and (ii) Investors holding at least two-thirds of the Shares (on an as-converted to Common Stock basis) then held by all Investors; provided, however, notwithstanding the foregoing, the provisions of Section 2(b)(i), Section 2(b)(ii), Section 2(b)(iii) and Section 2(b)(v) and the associated provisions of Section 2(a) through Section 2(c) and Section 2(h) as the same relate to any Designator or its particular Designee may only be amended or waived with respect to such Designator or its particular Designee with the additional written consent of Third Rock, KPCB, GV or a majority-in-interest of the Founding Academic Advisors, as applicable, so long as with respect to Third Rock, KPCB or GV, as applicable, Third Rock, KPCB or GV, as applicable, has the right to designate a Series A Designee; provided further, however, notwithstanding the foregoing, the provisions of Section 2(g)(i) may only be amended, waived or terminated with the additional written consent of KPCB so long as KPCB has the right to designate a KPCB Observer; provided further, however, notwithstanding the foregoing, the provisions of Section 2(g)(ii) may only be amended, waived or terminated with the additional written consent of GV so long as GV has the right to designate a GV Observer; provided further, that any amendment to Section 4(c) which would reasonably be expected to have the effect of increasing any Investor's potential liability in connection with a Proposed Sale in excess of such Investor's potential liability in Sections 4(c)(ii), 4(c)(iii) and 4(c)(iv) shall not be effective as to any Investor not

consenting to such amendment at the time such amendment is adopted or otherwise effected. Notwithstanding the foregoing, (a) the consent of the Common Holders holding a majority-interest of the Common Stock then held by all Common Holders then employed by, or providing service as a consultant to, the Company shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination or waiver does not apply to a provision affecting the rights or obligations of the Common Holders in a manner differently and more adversely than the effect of such amendment or waiver on the rights or obligations of all other Stockholders, (b) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any Investor without the written consent of such Investor unless such amendment, modification, termination or waiver applies to all Investors in the same fashion, and (c) the Company may update Schedule A and Schedule B to reflect ministerial changes, the removal of parties who are no longer Stockholders, and the admission of any additional parties to this Agreement in accordance with the provisions and restrictions of Section 5 hereof without any further consent of the other Parties hereto. Any provision and/or the observance thereof may be waived by the individual or entity entitled to the benefits of such provision. Any amendment or waiver so effected in accordance with this Section 13 shall be binding upon all Parties hereto.

14. Stock Splits, Stock Dividends, etc. In the event of any issuance of shares of the Company's voting securities hereafter to any of the Stockholders (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), such shares shall become subject to this Agreement and certificates representing such shares shall be endorsed with the legend set forth in Section 7.

15. Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

16. Binding Effect; Transfers. This Agreement shall be binding upon the Parties, their respective heirs, successors and permitted assigns. In addition to any restriction on transfer of Shares that may be imposed by any other agreement by which any Stockholder may be bound, no such transfer of Shares shall be effective unless the Transferee shall have executed and delivered an Adoption Agreement substantially in the form attached hereto as Attachment A. Upon the execution and delivery of an Adoption Agreement by any Transferee reasonably acceptable to the Company, such Transferee shall be deemed to be a Party hereto as if such Transferee's signature appeared on the signature pages hereto.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

18. Aggregation of Stock. All Shares held or acquired by affiliated entities or persons, or entities under common investment management or control, shall be aggregated together for the purpose of determining the availability of any rights or obligations under this Agreement.

19. Entire Agreement. This Agreement and the Schedules hereto are intended to be the sole agreement of the Parties as it relates to this subject matter and hereby supersedes all other agreements of the Parties relating to the subject matter hereof. By executing this Agreement, the undersigned Investors who are also parties to the Prior Agreement, representing the Investors holding at least sixty percent (60%) of the outstanding shares of Series A Preferred Stock held by all Investors, hereby amend and restate the Prior Agreement in its entirety as set forth in this Agreement.

20. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such Party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any Party hereto, all Parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**COMPANY:**

**FOUNDATION MEDICINE, INC.**

By:   
Name: Michael Pellini, M.D.  
Title: President and Chief Executive Officer

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

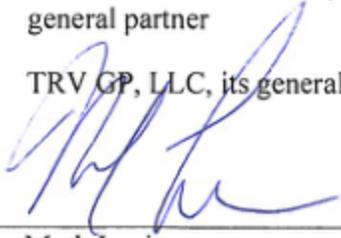
IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**THIRD ROCK VENTURES, L.P.**

By: Third Rock Ventures GP, L.P, its  
general partner

By: TRV GP, LLC, its general partner

By:  \_\_\_\_\_

Name: Mark Levin

Title: Manager

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

INVESTORS:

KPCB HOLDINGS, INC., AS NOMINEE

By: Susan Bidieri  
Name: Susan Bidieri  
Title: CFO

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**GOOGLE VENTURES 2011, L.P.**

By: Google Ventures 2011 GP, L.L.C.,  
its general partner

DocuSigned by:  
*William J. Maris*  
By: 708019A3B57E4ED  
Name: William J. Maris  
Title: Member

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**LABORATORY CORPORATION OF AMERICA  
HOLDINGS**

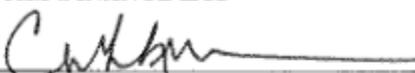
By: F. Samuel Eberts III  
Name: F. Samuel Eberts III  
Title: SVP + Chief Legal Officer

App'd As To Form  
LAW DEPT.  
By TUA

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

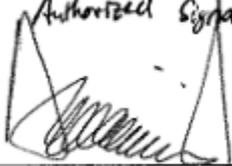
INVESTORS:

ROCHE FINANCE LTD

By: 

Name: Carole Nuechterlein

Title: Authorized Signature

By: 

Name: Andreas Klierzinger

Title: Authorized Signature

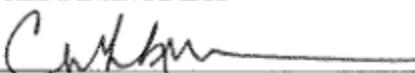
\*\*\* Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

SME

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

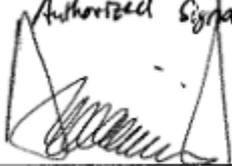
INVESTORS:

ROCHE FINANCE LTD

By: 

Name: Carole Nuechterlein

Title: Authorized Signature

By: 

Name: Andreas Klierzinger

Title: Authorized Signature

\*\*\* Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

SME

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**HAWKES BAY MASTER INVESTORS  
(CAYMAN) LP**

By: Wellington Management Company,  
LLP, as investment advisor

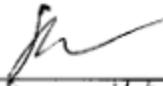
By:   
Name: Steven M. Hopton  
Title: Chief Investment Officer

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**QUISSETT INVESTORS (BERMUDA)  
L.P.**

By: Wellington Management Company,  
LLP, as investment advisor

By:   
Name: John M. Hopfen  
Title: Managing Director

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**QUISSETT PARTNERS, L.P.**

By: Wellington Management Company,  
LLP, as investment advisor

By:   
Name: John M. Hefner  
Title: Chief Investment Officer

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**SALTHILL INVESTORS (BERMUDA)  
L.P.**

By: Wellington Management Company,  
LLP, as investment advisor

By:   
Name: John M. Hicken  
Title: Gen. Mgmt. & Cust.

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**SALTHILL PARTNERS, L.P.**

By: Wellington Management Company,  
LLP, as investment advisor

By:   
Name: Stanley Holm  
Title: VP, M&A & Corp

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

INVESTORS:

**WUXI PHARMATECH HEALTHCARE  
FUND I, L.P.**

By: Wuxi PharmaTech Fund I General  
Partner L.P., its general partner

By: WuXi PharmaTech Investments  
(Cayman) Inc., its general partner

By:   
Name: EDWARD HU  
Title: COO

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

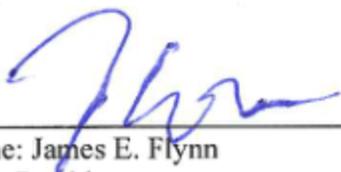
IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**DEERFIELD SPECIAL SITUATIONS  
FUND, L.P.**

By: Deerfield Mgmt, L.P., its general  
partner

By: J. E. Flynn Capital, LLC, its general  
partner

By:   
Name: James E. Flynn  
Title: President

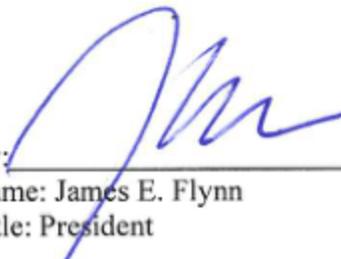
IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**DEERFIELD SPECIAL SITUATIONS  
INTERNATIONAL MASTER FUND,  
L.P.**

By: Deerfield Mgmt, L.P., its general  
partner

By: J. E. Flynn Capital, LLC, its general  
partner

By:   
\_\_\_\_\_  
Name: James E. Flynn  
Title: President

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**CASDIN PARTNERS MASTER  
FUND, LP**

By: Casdin Partners GP, LLC, its general  
partner

A handwritten signature in blue ink, appearing to be 'El Casdin', written over a horizontal line.

By: \_\_\_\_\_

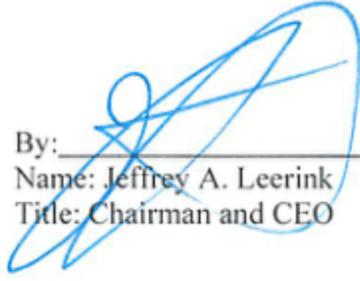
Name: El Casdin

Title: Managing Member

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**LEERINK SWANN HOLDINGS, LLC**

By:  \_\_\_\_\_  
Name: Jeffrey A. Leerink  
Title: Chairman and CEO

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

INVESTORS:

LEERINK SWANN CO-INVESTMENT  
FUND, LLC

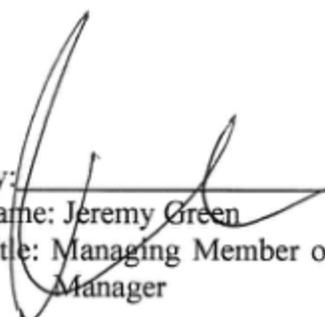
By:   
Name: JEFFREY A. LEBRINK  
Title: Manager

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**REDMILE CAPITAL OFFSHORE  
FUND II, LTD.**

  
By: \_\_\_\_\_  
Name: Jeremy Green  
Title: Managing Member of the Investment  
Manager

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

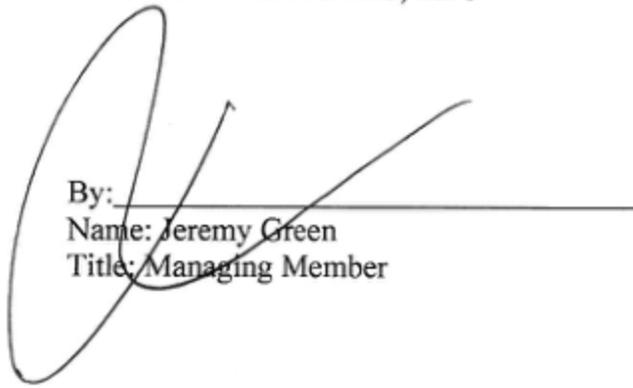
**REDMILE SPECIAL OPPORTUNITIES  
FUND, LTD.**

By: \_\_\_\_\_  
Name: Jeremy Green  
Title: Managing Member of the Investment  
Manager

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**INVESTORS:**

**REDMILE VENTURES, LLC**



By: \_\_\_\_\_  
Name: Jeremy Green  
Title: Managing Member

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

INVESTORS:

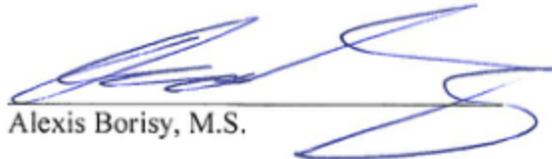
David Scherker

A handwritten signature in black ink, appearing to read 'David Scherker', is written over a horizontal line. The signature is stylized and cursive.

\*\*\* Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**COMMON HOLDERS:**

  
\_\_\_\_\_  
Alexis Borisy, M.S.

\_\_\_\_\_  
Eric Lander, Ph.D.

\_\_\_\_\_  
Levi Garraway, M.D., Ph.D.

\_\_\_\_\_  
Matthew Meyerson, M.D., Ph.D.

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**COMMON HOLDERS:**

\_\_\_\_\_  
Alexis Borisy, M.S.



\_\_\_\_\_  
Eric Lander, Ph.D.

\_\_\_\_\_  
Levi Garraway, M.D., Ph.D.

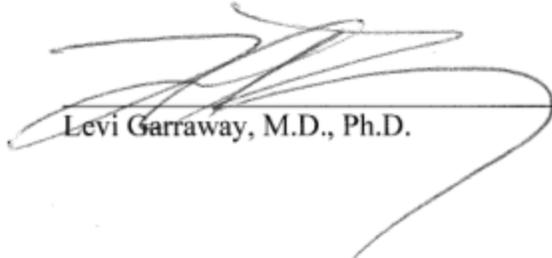
\_\_\_\_\_  
Matthew Meyerson, M.D., Ph.D.

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**COMMON HOLDERS:**

\_\_\_\_\_  
Alexis Borisy, M.S.

\_\_\_\_\_  
Eric Lander, Ph.D.

  
\_\_\_\_\_  
Levi Garraway, M.D., Ph.D.

\_\_\_\_\_  
Matthew Meyerson, M.D., Ph.D.

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

COMMON HOLDERS:

\_\_\_\_\_  
Alexis Borisy, M.S.

\_\_\_\_\_  
Eric Lander, Ph.D.

\_\_\_\_\_  
Levi Garraway, M.D., Ph.D.

  
\_\_\_\_\_  
Matthew Meyerson, M.D., Ph.D.

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**COMMON HOLDERS:**



\_\_\_\_\_  
Michael Pellini, M.D.

\_\_\_\_\_  
Kevin Krenitsky

\_\_\_\_\_  
Vince Miller

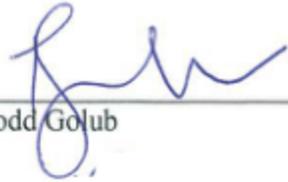
\_\_\_\_\_  
Gary Palmer

\_\_\_\_\_  
Ken Mullen

\*\*\*Signature Page - Third Amended and Restated Stockholders' Voting Agreement\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Third Amended and Restated Stockholders' Voting Agreement as of the day and year first above written.

**COMMON HOLDERS:**

  
\_\_\_\_\_  
Todd Golub

\*\*\*Signature Page – Third Amended and Restated Stockholders' Voting Agreement\*\*\*

**SCHEDULE A**

**Schedule of Investors**

Names and Addresses:

**Third Rock Ventures, L.P.**

c/o: Third Rock Ventures  
29 Newbury Street, 3rd Floor  
Boston, MA 02116

**KPCB Holdings, Inc.**

c/o Kleiner Perkins Caufield & Byers  
2750 Sand Hill Road  
Menlo Park, CA 94025

**Google Ventures 2011, L.P.**

1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Krishna Yeshwant  
Phone: [REDACTED]  
Fax: [REDACTED]

with a copy to (which shall not constitute notice):

Google Ventures 2011, L.P.

Attn: General Counsel

Email: [REDACTED]

**Laboratory Corporation of America Holdings**

531 South Spring Street  
Burlington, North Carolina 27215  
Attn: Sandra D. van der Vaart, General Counsel  
Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**Roche Finance Ltd**

Grenzacherstrasse 122

4070 Basel, Switzerland

Fax: [REDACTED]

Attn: Carole Nuechterlein,

Corporate Finance

Email: [REDACTED]

with copy to (which shall not constitute notice):

Hoffmann-La Roche Inc.

340 Kingsland Street

Nutley, NJ 07110

Attn: General Counsel

Fax: [REDACTED]

and:

Roche Finance Ltd

Grenzacherstrasse 122

4070 Basel, Switzerland

Fax: [REDACTED]

Attn: Simon Meier

Corporate Finance

Email: [REDACTED]

**Hawkes Bay Master Investors (Cayman) LP**

c/o Wellington Management Company, LLP

280 Congress Street

Boston, MA 02210

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

**Quissett Investors (Bermuda) L.P.**

c/o Wellington Management Company, LLP

280 Congress Street

Boston, MA 02210

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

**Quissett Partners, L.P.**

c/o Wellington Management Company, LLP  
280 Congress Street  
Boston, MA 02210  
Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**Salthill Investors (Bermuda) L.P.**

c/o Wellington Management Company, LLP  
280 Congress Street  
Boston, MA 02210  
Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**Salthill Partners, L.P.**

c/o Wellington Management Company, LLP  
280 Congress Street  
Boston, MA 02210  
Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**WuXi Pharmatech Healthcare Fund I, L.P.**

Room 1-209A  
288 FuTe Zhong Road  
Waigaoqiao Free Trade Zone  
Shanghai 200131  
People's Republic of China  
Attn: Edward Hu  
Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

**Deerfield Special Situations Fund, L.P.**

c/o Deerfield Management Company, L.P.  
780 Third Avenue, 37th Floor  
New York, NY 10017  
Fax: [REDACTED]  
Attn: David Clark  
Email: [REDACTED]  
Phone: [REDACTED]

**Deerfield Special Situations International Master Fund, L.P.**

c/o Deerfield Management Company, L.P.  
780 Third Avenue, 37th Floor  
New York, NY 10017

Fax: [REDACTED]

Attn: David Clark

Email: [REDACTED]

Phone: [REDACTED]

**Casdin Partners Master Fund, LP**

c/o: Casdin Partners, LLC  
1350 Avenue of the Americas Suite 1140  
New York, NY 10019

Attn: Eli Casdin and Brian Shim

Email: [REDACTED]

Email: [REDACTED]

**Leerink Swann Holdings, LLC**

c/o Leerink Swann LLC

1 Federal Street  
Boston, MA 02110

Attn: Timothy A. G. Gerhold, General Counsel

Phone: [REDACTED]

Email: [REDACTED]

**Leerink Swann Co-Investment Fund, LLC**

c/o Leerink Swann LLC

1 Federal Street  
Boston, MA 02110

Attn: Timothy A. G. Gerhold, General Counsel

Phone: [REDACTED]

Email: [REDACTED]

**Redmile Capital Offshore Fund II, Ltd.**

c/o Redmile Group, LLC  
100 Pine Street, Suite 19225  
San Francisco, CA 94111

Phone: [REDACTED]

Attn: Josh Garcia

Email: [REDACTED]

**Redmile Special Opportunities Fund, Ltd.**

c/o Redmile Group, LLC  
100 Pine Street, Suite 19225  
San Francisco, CA 94111

Phone: [REDACTED]

Attn: Josh Garcia

Email: [REDACTED]

**Redmile Ventures, LLC**

c/o Redmile Group, LLC  
100 Pine Street, Suite 19225  
San Francisco, CA 94111

Phone: [REDACTED]

Attn: Josh Garcia

Email: [REDACTED]

**David Schenkein**

[REDACTED]

**SCHEDULE B**

**Schedule of Common Holders**

Name and Addresses:

Alexis Borisy, M.S.

[REDACTED]

Eric Lander, Ph.D.

[REDACTED]

Todd Golub, M.D.

[REDACTED]

Levi Garraway, M.D., Ph.D.

[REDACTED]

Matthew Meyerson, M.D., Ph.D.

[REDACTED]

Gary A. Cohen, JD, MPH

[REDACTED]

Michael Pellini, M.D.

[REDACTED]

Kevin Krenitsky

[REDACTED]

Vince Miller, M.D.

[REDACTED]

Gary Palmer

[REDACTED]

Ken Mullin

[REDACTED]

Maureen Cronin

[REDACTED]

Elliott Golub

[REDACTED]

Jessica Golub

[REDACTED]

John Rubin

[REDACTED]

Julia Rubin

[REDACTED]

Laura Rubin

[REDACTED]

Roberta Rubin

[REDACTED]

**ATTACHMENT A**

**ADOPTION AGREEMENT TO  
STOCKHOLDERS' VOTING AGREEMENT**

This Adoption Agreement ("**Adoption Agreement**") is executed by the undersigned (the "**Transferee**") pursuant to the terms of that certain Third Amended and Restated Stockholders' Voting Agreement dated as of September 10, 2012 (the "**Agreement**") by and among Foundation Medicine, Inc. (the "**Company**"), the Investors (as defined therein) and the Common Holders (as defined therein). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, the Transferee agrees as follows:

(a) Acknowledgment. Transferee acknowledges that Transferee is acquiring certain shares of the capital stock of the Company (the "**Stock**"), subject to the terms and conditions of the Agreement.

(b) Agreement. Transferee: (i) agrees that the Stock acquired by Transferee shall be bound by and subject to the terms of the Agreement, (ii) hereby adopts the Agreement with the same force and effect as if Transferee were originally a Party thereto and (iii) shall be deemed [an "Investor"] [a "Common Holder"] for all purposes thereunder.

(c) Notice. Any notice required or permitted by the Agreement shall be given to Transferee at the address listed beside Transferee's signature below.

EXECUTED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

TRANSFEEE:

By: \_\_\_\_\_  
Name and Title

Address: \_\_\_\_\_

\_\_\_\_\_

Accepted and Agreed:

COMPANY:

**FOUNDATION MEDICINE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_