AMENDMENT NO. 1 TO THE SERIES B PREFERRED STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE SERIES B CONVERTIBLE PREFERRED STOCK PURCHASE AGREEMENT (this "**Amendment**") is made as of December 28, 2012, by and among Foundation Medicine, Inc., a Delaware corporation (the "**Company**"), the Initial Purchasers (as defined herein) and the Additional Purchasers (as defined herein). Capitalized terms used and not defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined herein).

WHEREAS, the Company and the Initial Purchasers are parties to that certain Series B Convertible Preferred Stock Purchase Agreement, dated as of September 10, 2012, by and among the Company and the Investors (as named therein, the "**Initial Purchasers**") (the "**Purchase Agreement**");

WHEREAS, the Company and Initial Purchasers desire to amend the Purchase Agreement to provide for the sale and issuance of 5,956,830 additional shares of the Company's Series B Convertible Preferred Stock, par value $0.0001 per share (the "**Series B Preferred Stock**"), to the Additional Purchasers;

WHEREAS, the Company will, prior to the sale and issuance of the additional shares, adopt and file an amendment to its Fifth Amended and Restated Certificate of Incorporation (the "**Charter Amendment**"), authorizing the designation of the additional Shares to be sold in the Second Closing (as defined below);

WHEREAS, pursuant to Section 7.1 of the Purchase Agreement, the Purchase Agreement may be amended with the written consent of the Company and the Initial Purchasers holding at least a majority of the Shares of Common Stock issuable or issued upon conversion of the Shares issued pursuant to the Purchase Agreement; and

WHEREAS, the undersigned Initial Purchasers are holders of at least a majority of the shares of Common Stock issuable or issued upon conversion of the Shares issued pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby confirmed, the parties agree that the Purchase Agreement is amended as follows:

1. The following shall be added as the new Section 1.3 to the Purchase Agreement:

1.3 Sale of Additional Shares of Preferred Stock. The Company may sell at a closing to be held on the date of this Amendment, remotely via the exchange of documents and signatures, or at such other time and place as the Company and the majority of the Additional Purchasers (based on the number of Additional Shares being purchased) mutually agree upon orally or in writing (the "**Second Closing**"), up to 5,956,830 additional shares (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization affecting such shares) of Series B Preferred Stock (the "**Additional Shares**"), to one or more purchasers (the

"**Additional Purchasers**") for aggregate consideration of up to $13,462,435.80, on the terms and conditions specified herein. Each Additional Purchaser that is not already a party to the Purchase Agreement agrees to, and hereby does, join the Purchase Agreement as an Investor and, subject to the terms and conditions of this Agreement, each Additional Purchaser, severally and not jointly, agrees to purchase at the Second Closing and the Company agrees to sell and issue to each Additional Purchaser at the Second Closing that number of Shares set forth opposite each Additional Purchaser's name under the heading Second Closing in the column designated "Shares of Series B Preferred Stock" on Schedule A attached hereto, at a purchase price of $2.26 per share. The Additional Purchasers shall be deemed "Investors," the Second Closing shall be deemed a "Closing," and the Additional Shares shall be deemed "Shares," for purposes of this Agreement; provided, however that, with respect to Sections 1.1, 1.2, 2.1, 2.2, 3, 5, 6, 7.1 and 7.4, "Closing" shall refer to the closing that occurred on September 10, 2012 (the "**Initial Closing**"). At the Second Closing, the Company shall deliver to each of the Additional Purchasers a certificate representing the number of Additional Shares being purchased by each such Additional Purchaser at the Second Closing against payment of the purchase price therefor by check payable to the Company, by wire transfer to a bank account designated by the Company, or by any combination of such methods.

2. The following shall be added as the new Section 5A to the Purchase Agreement:

SECTION 5A

CONDITIONS TO ADDITIONAL PURCHASERS' OBLIGATIONS TO CLOSE

Each Additional Purchaser's obligation to purchase the Additional Shares at the Second Closing is subject to the fulfillment on or before the Second Closing of each of the following conditions, unless waived in writing by the Additional Purchaser purchasing the Additional Shares:

(a) Initial Closing Representations and Warranties. The representations and warranties made by the Company in Section 3 (as modified by the disclosures on the Schedule of Exceptions, including the updates to the Schedule of Exceptions set forth on Annex A hereto) shall be true and correct as of the Second Closing as if made as of the Second Closing, except that:

(i) The following representations and warranties made by the Company in Section 3 (as modified by the disclosures on the Schedule of Exceptions) shall only be true and correct as of the Initial Closing:

a. Section 3.12(a);

b. Section 3.12(c);

c. The second sentence in Section 3.24.

(ii) The following representations and warranties made by the Company in Section 3 (as modified by the disclosures on the Schedule of Exceptions) shall be true and correct (a) as of the Initial Closing and (b) except for changes since the Initial Closing related to (1) the shares of Series B Preferred Stock issued at the Initial Closing, (2) shares of Common Stock issued or issuable under the Plan or (3) shares of Series A Preferred Stock transferred by a director of the Company to trusts for estate planning purposes, as of the Second Closing as if made as of the Second Closing:

a. Section 3.3(e); and

b. The last sentence of Section 3.24;

(iii) The following representations and warranties made by the Company in Section 3 (as modified by the disclosures on the Schedule of Exceptions) shall be true and correct (a) as of the Initial Closing and (b) to the actual knowledge, without investigation or inquiry, of Michael J. Pellini, Kevin Krenitsky, Robert Hesslein and Jason Ryan, as of the Second Closing as if made as of the Second Closing:

a. Section 3.6(e);

b. The second independent clause of the last sentence of Section 3.12(b) beginning "and, to the Company's knowledge, no other person or entity is infringing…";

c. The second sentence of Section 3.12(d);

d. Section 3.12(h);

e. Section 3.25;

f. Section 3.26; and

g. The clause of Section 3.29 referring to "or person nominated to become an officer";

(iv) The following representations and warranties made by the Company in Section 3 (as modified by the disclosures on the Schedule of Exceptions) shall be true and correct (a) as of the Initial Closing and (b) as of the Second Closing as if made as of the Second Closing subject to the following for purposes of the Second Closing only:

a. The phrase in Section 3.6(b) "Except as noted on Section 3.6(b) of the Schedule of Exceptions," shall be replaced with

the phrase "Except as noted on Section 3.6(b) of the Schedule of Exceptions or any agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees entered into in the ordinary course of business since the Initial Closing,";

b. The phrase in the first sentence of Section 3.12(b) "Except (i) as set forth in Section 3.12(b) of the Schedule of Exceptions and" shall be replaced with the phrase "Except (i) as set forth in Section 3.12(b) of the Schedule of Exceptions and pursuant to license or similar agreements entered into in the ordinary course of business since the Initial Closing and";

c. The phrase in the last sentence of Section 3.12(b) "(except pursuant to agreements or licenses specified in Section 3.12(b) of the Schedule of Exceptions)" shall be replaced with the phrase "(except pursuant to agreements or licenses specified in Section 3.12(b) of the Schedule of Exceptions and pursuant to agreements or licenses entered into in the ordinary course of business since the Initial Closing)";

d. The phrase in the first sentence of Section 3.12(e) "Section 3.12(e) of the Schedule of Exceptions identifies" shall be replaced with the phrase "Except for licenses or other agreements entered into in the ordinary course of business since the Initial Closing, Section 3.12(e) of the Schedule of Exceptions identifies";

e. The phrase in the second sentence of Section 3.12(e) "Except as described in the license agreements set forth in Section 3.12(e) of the Schedule of Exceptions," shall be replaced with the phrase "Except as described in the license agreements set forth in Section 3.12(e) of the Schedule of Exceptions or in license agreements entered into in the ordinary course of business since the Initial Closing,";

f. The phrase in Section 3.12(f) "To the Company's knowledge, Section 3.12(f) of the Schedule of Exceptions identifies" shall be replaced with the phrase "Except for licenses or other agreements entered into in the ordinary course of business since the Initial Closing, to the Company's knowledge, Section 3.12(f) of the Schedule of Exceptions identifies";

g. The phrase in the first sentence of Section 3.14(a) "any employee of the Company" shall be replaced with the phrase "any officer of the Company holding the title of vice president or higher";

h. The first instance of the phrase "officer or key employee" in the first sentence of Section 3.14(c) shall be replaced with the phrase "officer of the Company holding the title of vice president or higher";

i. The phrase in the third sentence of Section 3.14(c) "employment of any such employees" shall be replaced with the phrase "employment of any officer of the Company holding the title of vice president or higher";

j. The phrase in the second sentence of Section 3.19 "Restated Certificate" shall be replaced with the phrase "Restated Certificate and Charter Amendment"; and

k. The phrase in the second sentence of Section 3.33 "For the avoidance of doubt," shall be replaced with the phrase "For the avoidance of doubt and except for the modifications proposed in this Amendment as compared to the Purchase Agreement and the letter agreement between Gates Ventures, LLC and the Company, attached to this Amendment as Annex B,".

(b) Additional Second Closing Representations and Warranties. The Company hereby represents and warrants to the Initial Purchasers and the Additional Purchasers as of the date hereof and as of the date of the Second Closing, if later, that (i) all corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of this Amendment and the Charter Amendment by the Company, the authorization, sale, issuance and delivery of the Additional Shares, and the performance of all of the Company's obligations under this Amendment and the Transaction Documents has been taken or will be taken prior to the Second Closing, and (ii) this Amendment, when executed and delivered by the Company, and the Transaction Documents shall constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except (A) to the extent that the indemnification provisions contained in the Investors' Rights Agreement may be limited by applicable laws and principles of public policy; (B) as limited by bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally; and (C) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

(c) Covenants. All covenants, agreements and conditions contained in this Amendment to be performed by the Company on or prior to the Second Closing shall have been performed or complied with.

(d) Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Additional Shares pursuant to this Amendment shall be obtained and effective as of the Second Closing.

(e) Legal Investment. On the date of the Second Closing, the sale and issuance of the Shares shall be legally permitted by all laws and regulations to which Investors and the Company are subject.

(f) Certificate of Incorporation. The Charter Amendment shall have been duly authorized, executed and filed with and accepted by the Secretary of State of the State of Delaware.

(g) Stockholders' Voting Agreement. An Adoption Agreement to the Stockholders' Voting Agreement in substantially the form attached to the Stockholders' Voting Agreement in Exhibit A shall have been executed and delivered by the Company and each Additional Purchaser that is not already a party thereto.

(h) Investors' Rights Agreement. An Adoption Agreement to the Investors' Rights Agreement in substantially the form attached to the Investors' Rights Agreement as Exhibit A shall have been executed and delivered by the Company and each Additional Purchaser that is not already a party thereto.

(i) Right of First Refusal and Co-Sale Agreement. An Adoption Agreement to the Right of First Refusal and Co-Sale Agreement in substantially the form attached to the Right of First Refusal and Co-Sale Agreement as Exhibit A shall have been executed and delivered by the Company and each Additional Purchaser that is not already a party thereto.

(j) Compliance Certificate. At the Second Closing, the Company shall have delivered to the Additional Purchasers a certificate executed by the Chief Executive Officer of the Company on behalf of the Company, certifying the satisfaction of the conditions to such Second Closing listed in Section 5A.

(k) Legal Opinion. The Company shall have delivered to the Additional Purchasers an opinion from Goodwin Procter LLP, counsel to the Company, dated as of the Second Closing, in substantially the form attached to this Amendment as Annex C.

(l) Secretary's Certificate. At the Second Closing, the Secretary of the Company shall deliver to the Additional Purchasers a certificate certifying as to: (i) the Charter Amendment and the Restated Certificate, (ii) the Bylaws of the Company, (iii) resolutions of the Board of Directors approving the Charter Amendment and this Amendment and the transactions contemplated hereby and thereby, (iv) resolutions of the stockholders of Company approving the Charter Amendment, and (v) incumbency of the officers signing this Amendment and the other agreements, instruments and certificates delivered hereby.

(m) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Second Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Additional Purchasers, and the Additional Purchasers (or their counsel) shall have received all such counterpart original and certified or other copies of such documents as reasonably requested.

(n) Non-Disclosure Agreements. Each employee of the Company shall have executed a customary and reasonable non-disclosure, invention assignment, non-competition and non-solicitation agreement. Each independent contractor and consultant that provides service to the Company shall have executed a customary and reasonable consulting agreement.

(o) Good Standing Certificates. The Company shall have delivered to the Additional Purchasers certificates of good standing with respect to the Company issued by the State of Delaware and the Commonwealth of Massachusetts.

(p) No Material Adverse Effect. Except as set forth on Annex A to this Amendment, no facts, events or circumstances shall have occurred since the date of the Initial Closing that would result in, or, with the passage of time, would reasonably be expected to result in, the occurrence of a Material Adverse Effect.

3. The following shall be added as the new Section 6A to the Purchase Agreement:

SECTION 6A

CONDITIONS TO COMPANY'S OBLIGATION TO SECOND CLOSING

The Company's obligation to sell and issue the Additional Shares at the Second Closing is subject to the fulfillment on or before such Second Closing of each of the following conditions, unless waived by the Company:

6.1 Representations and Warranties. Each Additional Purchaser hereby, severally and not jointly, represents and warrants to the Company, as of the date hereof and as of the date of the Second Closing, if later, that the representations and warranties in Section 4 are true and correct in respect of each such Additional Purchaser as an "Investor".

6.2 Covenants. All covenants, agreements and conditions contained in the Agreements to be performed by each Additional Purchaser on or prior to the date of the Second Closing shall have been performed or complied with in all material respects as of the date of the Second Closing.

6.3 Compliance with Securities Laws. The Company shall be satisfied that the offer and sale of the Additional Shares shall be qualified or exempt from registration or qualification under all applicable federal and state securities laws (including receipt by the Company of all necessary blue sky law permits and qualifications required by any state, if any).

6.4 Stockholders' Voting Agreement. An Adoption Agreement to the Stockholders' Voting Agreement in substantially the form attached to the Stockholders' Voting Agreement in Exhibit A shall have been executed and delivered by the Company and each Additional Purchaser that is not already a party thereto.

6.5 Investors' Rights Agreement. An Adoption Agreement to the Investors' Rights Agreement in substantially the form attached to the Investors' Rights Agreement as Exhibit A shall have been executed and delivered by the Company and each Additional Purchaser that is not already a party thereto.

6.6 Right of First Refusal and Co-Sale Agreement. An Adoption Agreement to the Right of First Refusal and Co-Sale Agreement in substantially the form attached to the Right of First Refusal and Co-Sale Agreement as Exhibit A shall have been executed and delivered by the Company and each Additional Purchaser that is not already a party thereto.

4. The following shall be added as the new Section 7.17(d) of the Purchase Agreement:

> "None of the parties to this Agreement (except Gates Ventures, LLC) shall use Gates Ventures, LLC's name ("***Gates***") (or the name of any affiliate of Gates, including The Bill & Melinda Gates Foundation Trust) in any press release, published notice or other publication relating to Gates's investment in the Company without the prior written consent of Gates. For the avoidance of doubt, the Company may, subject to a confidentiality agreement, advise other investors and prospective investors of the fact of Gates's investment in the Company required by law or legal process, provided that the Company provides Gates reasonable advance notice of such disclosure. This Section 7.17(d) shall not be amended without the consent of Gates."

5. Schedule A to the Purchase Agreement is hereby deleted and replaced with Schedule A attached to this Amendment, which shall be the new "Schedule A" of the Purchase Agreement.

6. This Amendment may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

7. A facsimile, telecopy or other reproduction of this Amendment 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 Amendment as well as any facsimile, telecopy or other reproduction hereof.

8. This Amendment 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.

9. Except as herein provided, all of the terms, covenants and conditions of the Purchase Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to the Series B Convertible Preferred Stock Purchase Agreement as of the date first written above.

COMPANY:

FOUNDATION MEDICINE, INC.

By: _____

Name: Michael Pellini, M.D.

Title: President and Chief Executive Officer

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:
Title:

INVESTORS:

KPCB HOLDINGS, INC., AS NOMINEE

By: Susan Biglieri
Name: Susan Biglieri
Title: CFO

INVESTORS:

GOOGLE VENTURES 2011, L.P.

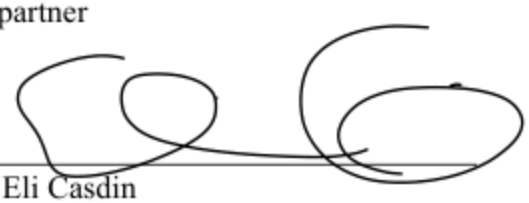
By: Google Ventures 2011 GP, L.L.C.,
its General Partner

By: DocuSigned by: William J. Maris
708019A3B57F4ED...
Name: William J. Maris
Title: Member

INVESTORS:

CASDIN PARTNERS MASTER FUND, LP

By: Casdin Partners GP, LLC, its general partner



By:_____
Name: Eli Casdin
Title: Managing Member

INVESTORS:

APOLETTO LIMITED

By: _____
Name: SEAN HOGAN
Title: DIRECTOR

INVESTORS:

GATES VENTURES, LLC

By: _____ pp

Name: ALAN HEUBERGER

Title: AUTHORIZED REPRESENTATIVE

INVESTORS:

jVEN CAPITAL, LLC

By:_____
Name: EVAN JONES
Title: MANAGING MEMBER

INVESTORS:

HAWKES BAY MASTER INVESTORS (CAYMAN) LP

By: Wellington Management Company, LLP, as investment advisor

By: _____
Name: _____
Title: _____

Steven M. Hoffman
Vice President and Counsel

INVESTORS:

QUISSETT INVESTORS (BERMUDA) L.P.

By: Wellington Management Company, LLP, as investment advisor

By: _____
Name: _____
Title: _____

Steven M. Hoffman
Vice President and Counsel

INVESTORS:

QUISSETT PARTNERS, L.P.

By: Wellington Management Company, LLP, as investment advisor

By: _____

Name: Steven M. Hoffman

Title: Vice President and Counsel

Signature Page – Amendment No. 1 to Preferred Stock Purchase Agreement

INVESTORS:

SALTHILL INVESTORS (BERMUDA) L.P.

By: Wellington Management Company, LLP, as investment advisor

By: _____
Name: Vice President and Counsel
Title: _____

INVESTORS:

SALTHILL PARTNERS, L.P.

By: Wellington Management Company, LLP, as investment advisor

By: _____
Name: _____
Title: _____
Vice President and Counsel

SCHEDULE A

SCHEDULE OF INVESTORS

Initial Closing

Name and Address of Investor	Amount Invested in Series B Preferred Stock	Shares of Series B Preferred Stock
Third Rock Ventures, L.P. c/o: Third Rock Ventures 29 Newbury Street, 3rd Floor Boston, MA 02116	$2,499,998.44	1,106,194
KPCB Holdings, Inc. c/o Kleiner Perkins Caufield & Byers 2750 Sand Hill Road Menlo Park, CA 94025	$2,499,998.44	1,106,194
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]	$4,999,999.14	2,212,389
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]	$9,999,998.28	4,424,778

Name and Address of Investor	Amount Invested in Series B Preferred Stock	Shares of Series B Preferred Stock
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]	$4,999,999.14	2,212,389
Hawkes Bay Master Investors (Cayman) LP c/o Wellington Management Company, LLP 280 Congress Street Boston, MA 02210 Phone: [redacted] Fax: [redacted] Email: [redacted]	$2,540,000.44	1,123,894
Quissett Investors (Bermuda) L.P. c/o Wellington Management Company, LLP 280 Congress Street Boston, MA 02210 Phone: [redacted] Fax: [redacted] Email: [redacted]	$2,764,761.96	1,223,346

Name and Address of Investor	Amount Invested in Series B Preferred Stock	Shares of Series B Preferred Stock
Quissett Partners, L.P. c/o Wellington Management Company, LLP 280 Congress Street Boston, MA 02210 Phone: [redacted] Fax: [redacted] Email: [redacted]	$2,177,241.06	963,381
Salthill Investors (Bermuda) L.P. c/o Wellington Management Company, LLP 280 Congress Street Boston, MA 02210 Phone: [redacted] Fax: [redacted] Email: [redacted]	$1,028,898.90	455,265
Salthill Partners, L.P. c/o Wellington Management Company, LLP 280 Congress Street Boston, MA 02210 Phone: [redacted] Fax: [redacted] Email: [redacted]	$1,361,100.82	602,257
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]	$999,998.02	442,477

Name and Address of Investor	Amount Invested in Series B Preferred Stock	Shares of Series B Preferred Stock
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]	$1,438,878.72	636,672
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]	$1,689,119.48	747,398
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]	$1,499,998.16	663,716
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]	$500,000.14	221,239

Name and Address of Investor	Amount Invested in Series B Preferred Stock	Shares of Series B Preferred Stock
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]	$499,997.88	221,238
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]	$811,999.92	359,292
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]	$62,999.76	27,876
Redmile Ventures, LLC c/o Redmile Group, LLC 100 Pine Street, Suite 19225 San Francisco, CA 94111 Phone: [redacted] Attn: Josh Garcia Email: [redacted]	$124,998.34	55,309
TOTAL:	**$42,499,987.04**	**18,805,304**

Second Closing

Name and Address of Investor	Amount Invested in Series B Preferred Stock	Shares of Series B Preferred Stock
Gates Ventures, LLC 2365 Carillon Point Kirkland, WA 98033 Phone: [redacted] Attn: General Counsel Email: [redacted]	$9,999,998.28	4,424,778
Apoletto Limited c/o Tulloch & Co Solicitors 4 Hill Street London W1J 5NE United Kingdom Phone: [redacted] Attn: Alastair Tulloch Email:	$999,998.02	442,477
jVen Capital, LLC c/o Evan Jones Managing Member 11009 Cripplegate Road Potomac, MD 20854 Phone: [redacted] Fax [redacted] Email: [redacted]	$499,997.88	221,238
Google Ventures 2011, L.P. 1600 Amphitheatre Parkway Mountain View, CA 94043 Attn: Krishna Yeshwant Phone: [redacted] Fax: [redacted]	$1,861,530.36	823,686
with a copy to (which shall not constitute notice): Google Ventures 2011, L.P. Attn: General Counsel Email: [redacted]		

Name and Address of Investor	Amount Invested in Series B Preferred Stock	Shares of Series B Preferred Stock
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]	$100,911.26	44,651
TOTAL:	$13,462,435.80	5,956,830

ANNEX A

Updates to Schedule of Exceptions

FOUNDATION MEDICINE, INC.
Supplements to the Schedule of Exceptions to the
Series B Convertible Preferred Stock Purchase Agreement and Amendment No. 1 thereto

The following supplement the exceptions to the representations, warranties and closing conditions made by Foundation Medicine, Inc. (the "**Company**") in Section 3 of the Series B Convertible Preferred Stock Purchase Agreement, dated September 10, 2012, among the Company and the Investors listed on Schedule A thereto, and in accordance with Section 5A(a) and 5A(o) to Amendment No. 1 thereto (the "**Amendment**"), dated as of December 28, 2012 (such Series B Convertible Preferred Stock Purchase Agreement as amended by the Amendment, the "**Agreement**"). All matters set forth in the Schedule of Exceptions attached to the Purchase Agreement are incorporated by reference herein.

Unless otherwise noted herein, any capitalized term in this Supplement to the Schedule of Exceptions shall have the same meaning assigned to such term in the Agreement. The section numbers of this Supplement to the Schedule of Exceptions correspond to the first, or principal, section of the Agreement to which the disclosures relate; however, all information disclosed herein shall be deemed disclosed under and incorporated into any other section of the Agreement solely to the extent the subject matter and details of such disclosure would be reasonably apparent to the Investors.

Certain agreements and other matters are listed below for informational purposes only, notwithstanding the fact that they are not required to be listed therein by the terms of the Agreement because they do not rise above applicable materiality thresholds or otherwise. In no event shall the listing of such agreements or other matters below be deemed or interpreted to broaden or otherwise amplify any representations and warranties contained in the Agreement. Furthermore, the disclosure of a particular item of information below shall not be taken as an admission by the Company that such disclosure is required to be made under the terms of any of such representations and warranties.

Section 3.9 of the Agreement

Absence of Changes

- Letters from Catalyst Assets LLC to the Company, dated as of November 29, 2012 and and October 18, 2012

- Letters from Inostics GmbH to the Company, dated as of October 8, 2012

Section 3.12 of the Agreement
Intellectual Property

(b)

- Letters from Catalyst Assets LLC to the Company, dated as of November 29, 2012 and and October 18, 2012
- Letters from Inostics GmbH to the Company, dated as of October 8, 2012
- The following trademark was listed on the Supplemental Register: "The Molecular Information Company®"

(d)

- Letters from Catalyst Assets LLC to the Company, dated as of November 29, 2012 and and October 18, 2012
- Letters from Inostics GmbH to the Company, dated as of October 8, 2012
- The following trademark was listed on the Supplemental Register: "The Molecular Information Company®"

Section 3.16 of the Agreement

Proprietary Information and Invention Assignment

The Employee Non-Competition, Non-Solicitation, Confidentiality and Assignment Agreement, dated November 4, 2012, between the Company and Eric Nuemann, lists the following prior inventions or improvements (i) PURL Server, (ii) Idiomorphic Classes, (iii) Bayesian Semantic Mining, and (iv) Facetation(tm), which are not necessary to operate the Company's business as conducted or presently proposed to be conducted.

Section 5A(o) of the Amendment

No Material Adverse Effect

- Letters from Catalyst Assets LLC to the Company, dated as of November 29, 2012 and and October 18, 2012

ANNEX B

Form of Side Letter with Gates Ventures, LLC

December __, 2012

Gates Ventures, LLC
2365 Carillon Point
Kirkland, WA 98033
Phone: [redacted]
Attn: General Counsel

Re: Management Rights

Ladies and Gentlemen:

This letter shall confirm our agreement that, effective as of the date hereof, Foundation Medicine, Inc. (the "**Company**") hereby grants Gates Ventures, LLC (the "**Investor**") the following contractual information rights, in addition to any information rights provided to the Investor pursuant to that certain Amended and Restated Investors' Rights Agreement, dated as September 10, 2012, by and among the Company, the Investor and certain other investors (as it may be amended and/or restated from time to time, the "**Investors' Rights Agreement**"), in connection with, and in partial consideration of, the Investor's purchase of shares of the Company's Series B Preferred Stock, par value $0.0001 per share (the "**Series B Preferred Stock**"), on the date hereof.

1. The Investor shall have the right to one telephone conference with the Company's Chief Executive Officer (the "**CEO**") (or other senior officer of the Company approved in writing by the Investor) during each quarter of each fiscal year of the Company. Such telephone conference (i) shall include a reasonably comprehensive quarterly retrospective and prospective review of the Company's business, (ii) shall last for a mutually agreed-upon duration as necessary to provide for such review and (iii) shall occur at a mutually agreed-upon time. At each meeting, the CEO (or such other approved senior officer) shall deliver to the Investor (a) information concerning the Company which the Investor may reasonably request, and (b) such other information concerning the matters discussed at each meeting of the Company's Board of Directors (the "**Board**") that has occurred since the Investor's last meeting pursuant to sections (1) or (2) of this letter agreement, including, without limitation, all written materials distributed to the Board in connection with each such Board meeting, provided that such materials may be redacted as the CEO shall reasonably determine is necessary to protect the Company's confidential or proprietary information.

2. The Investor shall have the right to one in-person meeting with the CEO (or other senior officer of the Company approved in writing by the Investor) during each fiscal year of the Company. Such meeting (i) shall include a comprehensive annual retrospective and prospective review of the Company's business, (ii) shall last for a mutually agreed-upon duration as necessary to provide for such review, (iii) shall occur at such location as the Investor and the

Company shall mutually agree upon, and (iv) shall occur at a mutually agreed-upon time. It is presently envisioned that those annual meetings would take place during the week of the J.P. Morgan life sciences conference in San Francisco each January. At each such meeting, the CEO (or such other approved officer) shall deliver to the Investor (a) information concerning the Company which the Investor may reasonably request, and (b) such other information concerning the matters discussed at each meeting of the Board that has occurred since the Investor's last meeting pursuant to section (1) or (2) of this letter agreement, including, without limitation, all written materials distributed to the Board in connection with each such Board meeting, provided that such materials may be redacted as the CEO shall reasonably determine is necessary to protect the Company's confidential or proprietary information.

3. If at any time the Investor reasonably determines that significant developments have occurred in the Company's business since the Investor's last conference or meeting pursuant to section (1) or (2) of this letter agreement, the Investor shall have the right to request an additional telephone conference with the CEO (or other senior officer of the Company approved in writing by the Investor), and the Company shall make the CEO available within five (5) business days of the Investor's request at a mutually agreed-upon time to discuss such developments and the Investor's reasonable questions regarding such developments. Any such additional teleconference shall last for a mutually-agreed upon duration as necessary to provide for such discussion (not to exceed two (2) hours). Absent exceptional circumstances, there shall not be more than one (1) such telephone conference in any calendar month.

4. Investor agrees that any information provided to or learned by it in connection with the exercise of its rights under this letter agreement (including, without limitation, the aforementioned telephone conferences and annual meetings) shall be subject to the confidentiality provisions set forth in the Investors' Rights Agreement in Section 3.3 thereof. The Investor may not include in any telephone conference or meeting with the Company any individuals who may not receive such information pursuant to the confidentiality provisions of that Section 3.3 as provided therein. The Company and its representatives shall not be required by this letter agreement to (i) take any actions that would reasonably be expected to waive the Company's attorney-client privilege or conflict with the Company's obligations with respect to confidential or proprietary information of third parties (ii) take any actions (including, without limitation, delivering any information) in violation of applicable law or regulation, or (iii) disclose any of the Company's trade secrets.

5. The rights described in sections (1), (2), (3) and (7) herein shall terminate and be of no further force or effect upon: (a) such time as fewer than 2,212,389 shares of the Company's capital stock (subject to adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the applicable shares) are held by the Investor and/or any of its affiliates; (b) immediately prior to the consummation of the Company's first underwritten public offering of its Common Stock under the Securities Act of 1933, as amended; (c) such time as the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder; (d) the listing of the Company's Common Stock on a nationally recognized securities exchange or trading system; or (e) the consummation of a merger or consolidation of the Company that is effected (i) for independent business reasons unrelated to extinguishing such rights and (ii) for purposes other than (A) the reincorporation of

the Company in a different state or (B) the formation of a holding company that shall be owned exclusively by the Company's stockholders and shall hold all of the outstanding shares of capital stock of the Company's successor. It is understood and agreed that, under section (1), (2), (3) or (7) of this letter agreement (and notwithstanding those sections), the Company may elect not to have disclosed to the Investor any information concerning a transaction addressed by clause (b) through (e) of this section (5).

6. Subject to section (5), if the Company engages in a restructuring or similar transaction, any resulting entity or entities shall be subject to this letter agreement in the same manner as the Company.

7. The Company hereby agrees that, notwithstanding any provision of the Purchase Agreement or any other agreement or document to the contrary but subject to the termination of this section (7) pursuant to section (5) of this letter agreement, at such time as the Investor shall no longer be entitled to the information and inspection rights set forth in Sections 3.1 and 3.2 of the Investors' Rights Agreement, this letter shall be deemed to be automatically amended, without any further action on the part of any party hereto, to include in their entirety herein, such information and inspection rights as in effect on the date hereof.

8. The rights under this letter agreement are non-transferable, provided that the Investor may transfer all the rights granted to it hereunder to any affiliate of the Investor to whom all the shares of capital stock of the Company purchased by the Investor pursuant to that certain Amendment No. 1 to the Series B Convertible Preferred Stock Purchase Agreement of even date herewith (as may be converted into shares of the Company's Common Stock) are transferred, subject to such affiliate agreeing to be bound by this letter agreement and the confidentiality provisions set forth in the Investors' Rights Agreement in Section 3.3 thereof; provided that if the transferee affiliate is thereafter no longer affiliated with the Investor, then the rights described in sections (1), (2), (3) and (7) herein shall terminate and be of no further force or effect. The confidentiality obligations referenced herein shall survive any termination of this letter agreement.

9. For purposes of this letter agreement, an "affiliate" shall mean an entity controlling, controlled by, or under common control with another entity, where "control" means ownership, directly or through one or more Affiliates, of a majority of the shares of stock entitled to vote for the election of directors in the case of a corporation, or a majority of the voting equity interests in the case of any other type of legal entity, or any other arrangement whereby a party controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity. This Agreement 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.

10. The Company acknowledges that the Investor has informed it that (i) William H. Gates III is the sole member of the Investor and a trustee of the Bill & Melinda Gates Foundation (the "**Foundation**") and (ii) Mr. Gates and the Investor are "disqualified persons" under the Internal Revenue Code with respect to the Foundation. The Company shall not enter any agreement or arrangement with the Foundation or otherwise involve the Foundation in the operations or business of the Company without the prior written consent of the Investor. The

Investor agrees to cooperate with the Company as reasonably necessary in order to assist the Company in complying with the foregoing covenant.

[*remainder of this page intentionally left blank*]

FOUNDATION MEDICINE, INC.

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

Acknowledged and Agreed this ___ day of December, 2012:

GATES VENTURES, LLC

By: _____
Name:
Title:

ANNEX C

Form of Closing Opinion

Distributed under separate cover