

**ADOPTION AGREEMENT TO**

**AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT**

This Adoption Agreement ("**Adoption Agreement**") is executed by the undersigned (the "**New Investor**") pursuant to the terms of that certain Amended and Restated Investors' Rights Agreement dated as of September 10, 2012 (the "**Agreement**") by and among Foundation Medicine, Inc. (the "**Company**") and the Investors (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 New Investor agrees as follows:

1. Acknowledgment. New Investor acknowledges that New Investor is acquiring certain shares of the capital stock of the Company (the "Shares"), subject to the terms and conditions of the Agreement.
2. Agreement. New Investor: (i) agrees that the Shares acquired by New Investor shall be bound by and subject to the terms of the Agreement and (ii) hereby adopts the Agreement with the same force and effect as if New Investor were originally a party thereto.
3. Notice. Any notice required or permitted by the Agreement shall be given to New Investor at the address listed beside New Investor's signature below.

EXECUTED AND DATED this 28th of December, 2012.

NEW INVESTOR:

Apoletto Limited

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

Name: Sean Hogan

Title: Director

Address: c/o Tulloch & Co Solicitors  
4 Hill Street  
London W1J 5NE  
United Kingdom  
Attn: Alastair Tulloch

Fax: [REDACTED]

Accepted and Agreed:

COMPANY:

FOUNDATION MEDICINE, INC.

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

Name:

Title:

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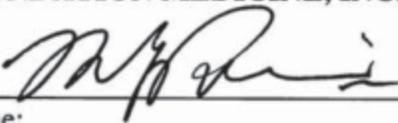
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NEW INVESTOR:  
Gates Ventures, LLC

By:  26  
Name: ALAN HEUSER  
Title: AUTHORIZED REPRESENTATIVE

Address: Gates Ventures, LLC  
Attn: General Counsel  
2365 Carillon Point  
Kirkland, WA 98033

Fax: 

Accepted and Agreed:

COMPANY:

**FOUNDATION MEDICINE, INC.**

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

Name:

Title:

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Name:  
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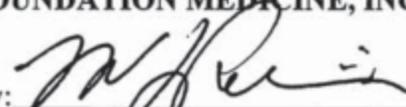
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Kirkland, WA 98033

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NEW INVESTOR:

jVEN CAPITAL, LLC

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

Name: EVAN JONES  
Title: MANAGING MEMBER

Address:

Fax:

Accepted and Agreed:

COMPANY:

**FOUNDATION MEDICINE, INC.**

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

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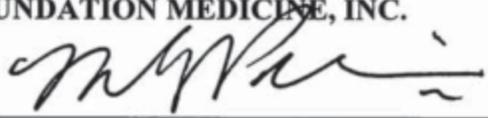
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