

**INVESTOR ADOPTION AGREEMENT TO
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT**

This Investor Adoption Agreement ("**Investor Adoption Agreement**") is executed by the undersigned (the "**Investor**") pursuant to the terms of that certain Amended and Restated Right of First Refusal and Co-Sale Agreement dated as of September 10, 2012 (the "**Agreement**") by and among Foundation Medicine, Inc. (the "**Company**"), the Investors (as defined therein) and the Founders (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 Investor Adoption Agreement, the Investor agrees as follows:

1. **Acknowledgment.** Investor acknowledges that Investor is acquiring certain shares of the capital stock of the Company (the "Stock"), subject to the terms and conditions of the Agreement.
2. **Agreement.** Investor: (i) agrees that the Stock acquired by 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 Investor were originally a party thereto.
3. **Notice.** Any notice required or permitted by the Agreement shall be given to Investor at the address listed beside Investor's signature below.

EXECUTED AND DATED this 28th of December, 2012.

INVESTOR:

Apoletto Limited

By: _____

Name: Sean Hogan

Title: Director

Address: c/o Tulloch & Co Solicitors

Attn: Alastair Tulloch

4 Hill Street

London W1J 5NE

United Kingdom

Tel: [REDACTED]

Fax: [REDACTED]

Accepted and Agreed:

COMPANY:

FOUNDATION MEDICINE, INC.

By: _____

Name:

Title:

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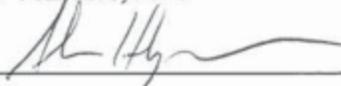
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INVESTOR:
Gates Ventures, LLC

By:  26

Name and Title: ALAN HEUSERGER
AUTHORIZED REPRESENTATIVE

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

Fax: 

Accepted and Agreed:

COMPANY:

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Name:

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Attn: General Counsel
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Fax: [REDACTED]

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NEW INVESTOR:

JVEN CAPITAL, LLC

By: _____

Name: EVAN JONES
Title: MANAGING MEMBER

Address:

Fax:

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Title:

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