
FOUNDATION MEDICINE, INC.
AMENDED AND RESTATED
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

September 10, 2012

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FOUNDATION MEDICINE, INC.

**AMENDED AND RESTATED
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT**

This Amended and Restated Right of First Refusal and Co-Sale Agreement (the **“Agreement”**) is made and entered into as of September 10, 2012, by and among Foundation Medicine, Inc., a Delaware corporation (the **“Company”**), each of the persons and entities listed on Schedule A hereto (each referred to herein as an **“Investor”** and collectively as the **“Investors”**), each of the founders of the Company and each of the employees of the Company holding shares and/or options representing one percent (1%) or more of the Stock (as defined below) of the Company listed on Schedule B hereto (for purposes of this Agreement, each referred to herein as a **“Founder”** and collectively as the **“Founders”**). For clarity, no Investor shall be deemed to be a Founder for purposes of this Agreement, regardless of its current or future ownership of Common Stock.

Recitals

WHEREAS, the Founders are the beneficial owners of or otherwise entitled to acquire shares of the common stock, par value \$0.0001 per share (**“Common Stock”**), of the Company;

WHEREAS, the Investors are purchasing shares of the Company’s Series B Convertible Preferred Stock, par value \$0.0001 per share (the **“Series B Preferred Stock”**) pursuant to that certain Series B Convertible Preferred Stock Purchase Agreement (the **“Purchase Agreement”**) of even date herewith;

WHEREAS, the Company, certain Investors and certain Founders have previously entered into that certain Right of First Refusal and Co-Sale Agreement dated as of March 30, 2010 (as amended, 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;

WHEREAS, the obligations of the Investors in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement; and

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

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

1.1 “Preferred Stock” shall mean the Series A Preferred Stock and the Series B Preferred Stock.

1.2 “Series A Preferred Stock” shall mean the Company’s Series A Convertible Preferred Stock, par value \$0.0001 per share.

1.3 “Stock” shall mean and include all shares of Common Stock issued and outstanding at the relevant time plus (a) all shares of Common Stock that may be issued upon exercise of any options, warrants and other rights of any kind that are then exercisable, and (b) all shares of Common Stock that may be issued upon conversion of (i) any convertible securities, including, without limitation, Series A Preferred Stock, Series B Preferred Stock and debt securities, if any, then outstanding that are by their terms then convertible into or exchangeable for Common Stock or (ii) any such convertible securities issuable upon exercise of outstanding options, warrants or other rights that are then exercisable.

1.4 “Transfer” shall include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by request, devise or descent, or other transfer or disposition of any kind, including, but not limited to, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly, of any of the Stock.

1.5 “Transfer Stock” shall mean shares of Common Stock owned by a Founder, or issued to a Founder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), but does not include any shares of Preferred Stock or Common Stock issued or issuable upon conversion of Preferred Stock.

2. Transfers by a Founder.

2.1 Notice of Transfer. Subject to Section 3 herein, if a Founder proposes to Transfer any shares of Transfer Stock (such Founder, the **“Transferring Founder”**), then the Transferring Founder shall give written notice (the **“First Refusal Notice”**) to the Company and each of the Investors prior to the closing of such Transfer. The First Refusal Notice shall describe in reasonable detail the proposed Transfer including, without limitation, the number of shares of Transfer Stock to be transferred (the **“Offered Shares”**), the nature of such Transfer, the price, the form of consideration, the name and address of each prospective purchaser or transferee and any other material terms and conditions. Upon the request of the Company or any Investor, the Transferring Founder will promptly furnish to the Company and to the Investors such other information as may be reasonably requested to establish that the offer and the prospective purchaser or transferee are bona fide.

2.2 Company Right of First Refusal. Subject to Section 3 herein, for a period of fifteen (15) days following receipt of any First Refusal Notice described in Section 2.1, the Company shall have the right to purchase all or a portion of the Offered Shares on the same terms and conditions as set forth in the First Refusal Notice. The Company’s purchase right shall be exercised by written notice (the **“Company Notice”**) and delivered to the Transferring Founder within such fifteen (15) day period. If the Company desires to exercise its purchase right, the Company shall effect the purchase of the Offered Shares, including payment of the purchase price, by the later of (a) the date specified in the First Refusal Notice as the intended date of the proposed Transfer of the Transfer Stock and (b) forty-five (45) days after delivery of

the First Refusal Notice, and at such time the Transferring Founder shall deliver to the Company the certificate(s) representing the Transfer Stock to be purchased by the Company, each certificate to be properly endorsed for transfer. If the consideration proposed to be paid for the Transfer Stock includes consideration other than cash consideration, the fair market value of such consideration will be determined by the Company's Board of Directors (the "**Board of Directors**") in good faith and set forth in the Company Notice, which determination will be binding on the Company and the Transferring Founder and the Company may elect to pay the fair market value of such consideration in cash. The payment of the purchase price for the Transfer Stock purchased by the Company exercising its right of first refusal will be made, at the option of the Company, (i) in cash (by check or wire transfer); (ii) by cancellation of all or a portion of any outstanding indebtedness of the Transferring Founder to the Company; or (iii) by any combination of the foregoing. If the Company does not exercise its purchase right within such fifteen (15) day period with respect to all of the Offered Shares then the Company shall, by the last day of such period, deliver written notice of that fact to each Investor (the "**Investor Notice**"). The Investor Notice sent to each Investor shall specify the number of Offered Shares not purchased by the Company (the "**Remaining Company Shares**").

2.3 Investors Right of First Refusal.

(a) Subject to Section 3 herein, for a period of fifteen (15) days following receipt of any Investor Notice described in Section 2.2, each Investor shall have the right to purchase all of his or its Pro Rata Fraction (as defined below) of the Remaining Company Shares subject to such Investor Notice on the same terms and conditions as set forth in the First Refusal Notice. Each Investor's purchase right shall be exercised by written notice (the "**Exercise Notice**") and delivered to the Transferring Founder within such fifteen (15) day period. If an Investor desires to exercise his or its purchase right, such Investor shall effect the purchase of such Investor's Pro Rata Fraction of the Remaining Company Shares, including payment by such Investor of the purchase price, by the later of (a) the date specified in the First Refusal Notice as the intended date of the proposed Transfer of the Transfer Stock and (b) forty-five (45) days after delivery of the First Refusal Notice, and at such time the Transferring Founder shall deliver to the Company the certificate(s) representing the Transfer Stock to be purchased by the Investor(s), each certificate to be properly endorsed for transfer. If the consideration proposed to be paid for the Transfer Stock includes consideration other than cash consideration, the fair market value of such consideration will be determined by the Board of Directors in good faith and set forth in the Investor Notice, which determination will be binding on the Investor and the Transferring Founder and the Investor may elect to pay the fair market value of such consideration in cash. The payment of the purchase price for the Transfer Stock purchased by the Investor(s) exercising his/its right of first refusal will be made in cash (by check or wire transfer). An Investor's "**Pro Rata Fraction**" shall be equal to the product obtained by multiplying the total number of Remaining Company Shares by a fraction, the numerator of which is the total number of shares of Preferred Stock (on an as-converted to Common Stock basis) owned by such Investor, and the denominator of which is the total number of shares of Preferred Stock (on an as-converted to Common Stock basis) held by all the Investors, in each case as of the date of the First Refusal Notice.

(b) The Transferring Founder shall promptly notify the Investors (no later than five (5) days after the expiration of the fifteen (15) day period specified in Section 2.3(a) above) in the event the Investors have exercised their purchase right with respect to some but not all of the Remaining Company Shares, in which case those Investors who have exercised their purchase right within the fifteen (15) day period specified in Section 2.3(a) shall have an additional purchase right, for a period of ten (10) days succeeding the expiration of such fifteen (15) day period, to purchase all or any part of the balance of such Remaining Company Shares on the terms and conditions set forth in the First Refusal Notice. Any such Investor may exercise the purchase right in this Section 2.3(b) by the delivery of written notice to the Transferring Founder. In the event there are two or more such Investors that choose to exercise the purchase right in this Section 2.3(b) for a total number of Remaining Company Shares in excess of the number available, the Remaining Company Shares available for each such Investor's purchase right shall be allocated to such Investors pro rata based on the number of shares of Preferred Stock (on an as-converted to Common Stock basis) owned by the Investors so electing.

(c) Subject to the Investors' right of co-sale in Section 2.4 herein, to the extent that the Company and the Investors do not exercise their rights to purchase under Sections 2.2 and 2.3, respectively, all of the Offered Shares specified in the First Refusal Notice, then the Company and the Investors shall be deemed to have forfeited any right to purchase such Transfer Stock, and the Transferring Founder may, not later than ninety (90) days following delivery to the Company of the First Refusal Notice, Transfer all, but not less than all, of the Offered Shares covered by the First Refusal Notice to the proposed purchaser upon the same terms and conditions (including the purchase price) as those described in the First Refusal Notice. Any proposed Transfer on different terms and conditions than those described in the First Refusal Notice, as well as any subsequent proposed Transfer of any Transfer Stock by the Transferring Founder, shall again be subject to the first right of first refusal of the Company and the secondary right of first refusal of the Investors and shall require compliance by the Transferring Founder with the procedures described in this Section 2.

2.4 Right of Co-Sale.

(a) Subject to Section 3 herein, in the event the Company and the Investors elect not to exercise their right to purchase all of the Transfer Stock under Sections 2.2 and 2.3, respectively, then, following the expiration of the Investors' right of first refusal set forth in Section 2.3 (including expiration of the over-allotment period set forth in Section 2.3(b)), the Transferring Founder shall promptly deliver to the Company and each Investor prior to the closing of the proposed Transfer a written notice (the "**Co-Sale Notice**"), which Co-Sale Notice shall set forth the same information required to be included in the First Refusal Notice described in Section 2.1. Each Investor shall have the right, exercisable upon written notice to the Transferring Founder with a copy to the Company within fifteen (15) days after receipt of the Co-Sale Notice, to participate in such Transfer of Transfer Stock on the same terms and conditions as is specified in the Co-Sale Notice (provided that if an Investor wishes to sell Preferred Stock, the price set forth in the Co-Sale Notice shall be appropriately adjusted based on the conversion ratio

of such series of Preferred Stock into Common Stock pursuant to the Company's certificate of incorporation). Such notice delivered by the Investor shall indicate the number of shares of capital stock (up to that number of shares determined under Section 2.4(b)) such Investor wishes to sell under its right to participate. To the extent one or more of the Investors exercises such right of participation in accordance with the terms and conditions set forth below, the number of shares of Transfer Stock that the Transferring Founder may sell in the transaction shall be correspondingly reduced.

(b) Each Investor may sell all or any part of that number of shares equal to the product obtained by multiplying; (i) the aggregate number of shares of Transfer Stock covered by the Co-Sale Notice by (ii) a fraction, the numerator of which is the number of shares of Stock owned by such Investor at the time of the Co-Sale Notice and the denominator of which is the total number of shares of Stock owned, in the aggregate, by all of the Investors at the time of the Co-Sale Notice plus the number of shares of Transfer Stock held by the Transferring Founder.

(c) Each Investor who elects to participate in the Transfer pursuant to this Section 2.4 (a **"Co-Sale Participant"**) shall effect its participation in the Transfer by promptly delivering to the Transferring Founder for transfer to the prospective purchaser one or more certificates, properly endorsed for transfer, which represent:

(i) the number of shares of Common Stock which such Co-Sale Participant elects to sell; or

(ii) that number of shares of Preferred Stock which is at such time convertible into the number of shares of Common Stock which such Co-Sale Participant elects to sell; provided, that unless approved by the Board of Directors, the prospective purchaser will not be assigned any rights under that certain Amended and Restated Investors' Rights Agreement, by and among the Company and the other parties thereto dated as of even date herewith; and provided, further, that if the prospective purchaser objects to the delivery of shares of Preferred Stock in lieu of shares of Common Stock, such Co-Sale Participant shall first convert such shares of Preferred Stock into shares of Common Stock and deliver such shares of Common Stock as provided herein. The Company agrees to make any such conversion or exchange concurrent with and contingent upon the actual transfer of such shares to the purchaser.

(d) The stock certificate or certificates that the Co-Sale Participant delivers to the Transferring Founder pursuant to Section 2.4(c) shall be transferred to the prospective purchaser in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Co-Sale Notice, and the Transferring Founder shall concurrently therewith remit or direct payment to such Co-Sale Participant that portion of the sale proceeds to which such Co-Sale Participant is entitled by reason of its participation in such sale. To the extent that any prospective purchaser prohibits such assignment or otherwise refuses to purchase shares or other securities from a Co-Sale Participant exercising its rights of co-sale hereunder, the Transferring Founder shall not sell to such prospective purchaser any Transfer Stock unless and until, simultaneously with such sale, the Transferring Founder shall purchase such shares or other securities

from such Co-Sale Participant on the same terms and conditions specified in the Co-Sale Notice.

(e) The exercise or non-exercise of the rights of any Investor hereunder to participate in one or more Transfers of Transfer Stock made by any Transferring Founder shall not adversely affect such Investor's right to participate in subsequent Transfers of Transfer Stock subject to Section 2.

(f) To the extent that the Investors do not elect to participate in the sale of the Transfer Stock subject to the Co-Sale Notice, the Transferring Founder may, not later than seventy-five (75) days following delivery to the Company and each Investor of the Co-Sale Notice, Transfer all, but not less than all, of the Offered Shares specified in the Co-Sale Notice to the proposed purchaser upon the same terms and conditions (including the purchase price) as those described in the Co-Sale Notice. Any proposed Transfer on different terms and conditions than those described in the Co-Sale Notice, as well as any subsequent proposed Transfer of any of the Transfer Stock by the Transferring Founder, shall again be subject to the co-sale rights of the Investors and shall require compliance by the Transferring Founder with the procedures described in this Section 2.

3. Exempt Transfers.

3.1 Notwithstanding the foregoing, the right of first refusal of the Company and the Investors and the co-sale rights of the Investors set forth in Section 2 above shall not apply to: (i) in the case of a Founder that is a natural person, any Transfer of Transfer Stock by such Founder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to the Founders' ancestors, descendants, siblings or spouse, or a trust or family limited partnership for the benefit of such persons or the Founder; (ii) in the case of a Founder that is an entity, upon a transfer by such Founder to its stockholders, members, partners or other equity holders, (iii) any Transfer of Transfer Stock by a Founder that is approved by the Investors holding at least two-thirds of the Stock then held by the Investors; or (iv) any repurchase of Transfer Stock from a Founder by the Company pursuant to agreements under which the Company has the option to repurchase such Transfer Stock upon the occurrence of certain events, such as termination of employment or in connection with the exercise by the Company of any rights of first refusal; provided that in the event of any transfer made pursuant to one of the exemptions provided by clauses (i), (ii) or (iii) above, (A) the Founder shall inform the Company of such pledge, Transfer or gift prior to effecting it, and (B) the pledgee, transferee or donee shall enter into a written agreement to be bound by and comply with all provisions of this Agreement, as if it were an original Founder hereunder, including without limitation Section 2. Any Transfer Stock transferred pursuant to one of the exemptions provided by clauses (i), (ii) or (iii) above shall remain "Stock" hereunder, and such pledgee, transferee or donee shall be treated as the "Founder" for purposes of this Agreement.

4. Prohibited Transfers.

4.1 Put Option.

(a) In the event that a Founder should sell any Transfer Stock in contravention of the co-sale rights of each Investor under Section 2.4 of this Agreement (a “**Prohibited Transfer**”), each Investor, in addition to such other remedies as may be available at law, in equity or hereunder, shall have the put option provided below, and such Founder shall be bound by the applicable provisions of such option.

(b) In the event of a Prohibited Transfer, each Investor shall have the right to sell to such Founder the type and number of shares of Stock equal to the number of shares each Investor would have been entitled to transfer to the purchaser under Section 2.4 hereof had the Prohibited Transfer been effected pursuant to and in compliance with the terms hereof. Such sale shall be made on the following terms and conditions:

(i) The price per share at which the shares of Stock are to be sold to such Founder shall be equal to the price per share paid by the purchaser to such Founder in such Prohibited Transfer.

(ii) Within ninety (90) days after the date on which an Investor received notice of the Prohibited Transfer or otherwise became aware of the Prohibited Transfer, such Investor shall, if exercising the option created hereby, deliver to such Founder the certificate or certificates representing the shares to be sold, each certificate to be properly endorsed for transfer.

(iii) Such Founder shall, upon receipt of the certificate or certificates for the shares to be sold by an Investor pursuant to this Section 4.1, pay the aggregate purchase price therefor in immediately available funds.

4.2 If any Founder becomes obligated to sell any Transfer Stock to the Company or any Investor under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, the Company and/or such Investor may, at its option, in addition to all other remedies as may be available at law, in equity or hereunder, send to such Founder the purchase price for such Transfer Stock as is herein specified and transfer to the name of the Company or such Investor (or request that the Company effect such transfer in the name of an Investor) on the Company’s books the certificate(s) representing the Transfer Stock to be sold.

4.3 No Founder shall transfer any Transfer Stock to (a) any entity which, in the determination of the Board of Directors, directly or indirectly competes with the Company or (b) any customer, distributor or supplier of the Company, if the Board of Directors should determine that such transfer would result in such customer, distributor or supplier receiving information that would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

4.4 Any attempt by any Founder to Transfer any Transfer Stock in violation of any provision of this Agreement will be void. The Company will not (a) transfer on its books any Transfer Stock that has been sold, gifted or otherwise transferred in violation of this Agreement or (b) treat as owner of such Transfer Stock, or accord the right to vote to, or pay dividends to, any purchaser, donee or other transferee to whom such Transfer Stock may have been so transferred. Each party hereto acknowledges and agrees that any breach of this Agreement would cause substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement).

5. Market Stand-Off Agreement.

5.1 If requested by the Company and an underwriter of an offering of shares of Common Stock (or other securities) of the Company, each Founder hereby agrees that such Founder shall not sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any shares of Common Stock (or other securities) of the Company held by such Founder (other than those included in such offering) during the one hundred eighty (180) day period following the effective date of the Company's initial public offering, or, if requested by the managing underwriter for such initial public offering, such longer period of time as is necessary for compliance with the rules of the Financial Industry Regulatory Authority; provided, however, that such extension shall not exceed thirty-four (34) days following the expiration of the original one hundred eighty (180) day period. The obligations described in this Section 5 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions and may stamp each such certificate with the legend set forth in Section 6.1 hereof with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day (or longer, if applicable, as described above) period. Each Holder agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 5.

6. Legend.

6.1 Each certificate representing shares of Transfer Stock now or hereafter owned by a Founder or issued to any person in connection with a Transfer pursuant to clauses (i), (ii) or (iii) of Section 3.1 hereof shall be endorsed with substantially the following legend:

“THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS (SUBJECT TO EXTENSION) IN THE EVENT OF A PUBLIC OFFERING, AS SET FORTH IN A RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT BY AND AMONG THE STOCKHOLDER, THE COMPANY AND CERTAIN

HOLDERS OF STOCK OF THE COMPANY. A COPY OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.”

6.2 Each Founder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares represented by certificates bearing the legend referred to in Section 6.1 above to enforce the provisions of this Agreement and the Company agrees to promptly do so. The legend shall be removed at the request of any Founder following termination of this Agreement.

7. Miscellaneous.

7.1 **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.

7.2 **Amendment; Waiver.** Any provision of this Agreement may be amended or modified or this Agreement may be terminated, only with the written consent of (i) the Company, (ii) the Investors holding at least two-thirds of the capital stock (on an as-converted to Common Stock basis) then held by the Investors, and (iii) the Founders holding a majority-in-interest of the Common Stock then held by all Founders then employed by or in a consulting relationship with the Company. Any provision and/or the observance thereof may be waived by the individual or entity entitled to the benefits of such provision. In addition, any provision and/or the observance thereof for the benefit of the Investors may be waived on behalf of all Investors by the Investors holding at least two-thirds of the capital stock (on an as-converted to Common Stock basis) then held by the Investors and any provision and/or the observance thereof for the benefit of the Founders may be waived on behalf of all Founders by Founders holding a majority-in-interest of the Common Stock then held by all Founders then employed by or in a consulting relationship with the Company. Notwithstanding the foregoing, (a) the consent of the Founders shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination or waiver does not apply to the Founders or if the sole purpose of such amendment or modification is to include additional purchasers of Preferred Stock (whether such Preferred Stock is currently or hereafter designated) as “Investors”, (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, Transfers permitted by this Agreement, and the admission of any additional parties to this Agreement in accordance with the provisions and restrictions of Section 7.3 and 7.9 hereof without any further consent of the parties hereto. Any amendment or waiver effected in accordance with this Section 7.2 shall be binding upon all parties hereto.

7.3 **Successors and Assigns.** This Agreement, and the rights and obligations of the parties hereunder, shall not be assigned, transferred, delegated or sublicensed by any

Investor without the prior written consent of the Company except in connection with: (A) a transfer of shares of Preferred Stock and/or Common Stock by an Investor to any of its affiliates (including an affiliated fund managed 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, each an “**Affiliated Fund**”) or any other Person that shares a common investment advisor with such Investor; (B) a transfer of shares of Preferred Stock and/or Common Stock by an Investor that is a partnership, limited liability company or corporation to a partner, limited partner, retired partner, member, retired member or stockholder of such Investor or an Affiliated Fund; (C) a transfer of Preferred Stock and/or Common Stock by gift, will or intestate succession of any Investor to his or her spouse or to the siblings, lineal descendants or ancestors of such partner or his or her spouse or (D) a transfer of shares of Preferred Stock and/or Common Stock by an Investor exercising its co-sale rights under this Agreement, if in each transfer under clauses (A), (B) or (C), the prospective transferee agrees in all such instances in writing to be subject to the terms hereof to the same extent as if he or she were an original Investor hereunder. This Agreement, and the rights and obligations of the parties hereunder, shall not be assigned, transferred, delegated or sublicensed by any Founder without the prior written consent of the Company and the Investors holding at least two-thirds of the Preferred Stock (on an as-converted to Common Stock basis) then held by the Investors. Any attempt by a Founder without such permission to assign, transfer or delegate any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives.

7.4 Term. This Agreement shall continue in full force and effect from the date hereof through the earliest of the following events, and immediately following such event this Agreement shall terminate in its entirety:

(a) the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the “**Securities Act**”), covering the offer and sale of Common Stock resulting in the automatic conversion of all outstanding shares of Preferred Stock to Common Stock;

(b) the closing of a Deemed Liquidation Event (as defined in the Company’s certificate of incorporation, as it may be amended and/or restated from time to time), 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 Company’s certificate of incorporation; or

(c) the receipt of the written consent of (i) the Company, (ii) the Investors holding at least two-thirds of the capital stock (on an as-converted to Common Stock basis) then held by the Investors, and (iii) the Founders holding a majority-in-interest of the Common Stock then held by all Founders then employed by or in a consulting relationship with the Company.

For the avoidance of doubt, the parties hereto agree that the co-sale rights of the Investors set forth in Section 2 hereof shall not apply to any of the transactions described in paragraphs (a) and (b) of this Section 7.4.

7.5 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, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed:

(a) if to an Investor, at the Investor's address, facsimile number or electronic mail address as set forth in Schedule A, as may be updated in accordance with the provisions hereof, with a copy 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 Founder, at such address, facsimile number or electronic mail address as set forth in Schedule B, as may be updated in accordance with the provisions hereof;

(c) if to the Company, one copy should be sent to c/o 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 and the Founders, with a copy to Goodwin Procter LLP, Exchange Place, Boston, MA 02109, Attn: Kingsley L. Taft, Esq., facsimile: (617) 523-1231.

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 or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth on Schedule A. Each such notice or other communication sent outside the United States shall be sent by commercial overnight delivery service.

7.6 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.

7.7 Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this

Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

7.8 Entire Agreement. This Agreement and the Schedules hereto, constitutes the full and entire understanding and agreement between the parties with regard to the specific subject matter hereof and supersedes in their entirety all other agreements or understandings among the parties hereto with respect to such specific subject matter. By executing this Agreement, the undersigned Investors who are also parties to the Prior Agreement, representing the Investors holding at least sixty percent (60%) in-interest of the capital stock held by the Investors, hereby amend and restate the Prior Agreement in its entirety as set forth in this Agreement.

7.9 Additional Investors; Founders. Notwithstanding anything to the contrary herein, if the Company shall issue additional shares of its Preferred Stock, any purchaser of such shares of Preferred Stock may become a party to this Agreement by executing and delivering an adoption agreement to this Agreement, in the form of Attachment A (the “**Investor Adoption Agreement**”), and shall be deemed an “Investor” hereunder and Schedule A shall be amended to include such purchaser. Notwithstanding anything to the contrary herein, if, after the date of this Agreement, the Company shall issue additional shares of Transfer Stock and/or options to acquire Transfer Stock to an employee or consultant of the Company who as a result holds shares and/or options representing at least one percent (1%) of the Stock of the Company, the Company shall cause such individual to become a party to this Agreement by execution and delivery of an adoption agreement to this Agreement, in the form of Attachment B (the “**Founder Adoption Agreement**”), and such individual shall be deemed a “Founder” hereunder and Schedule B shall be amended to include such individual.

7.10 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.

7.11 Aggregation of Stock. All shares of Common Stock and Preferred Stock 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.

7.12 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.

7.13 Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

7.14 Effect of Change in Company's Capital Structure. Appropriate adjustments shall be made in the number and class of shares in the event of a stock dividend, stock split, reverse stock split, combination, reclassification or like change in the capital structure of the Company. All new, substituted or additional securities to which the Founder is entitled by reason of the Founder's ownership of Transfer Stock shall be immediately subject to the rights and obligations set forth in this Agreement with the same force and effect as the Transfer Stock subject to such rights immediately before such event.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Amended and Restated Right of First Refusal and Co-Sale Agreement as of the date first above written.

COMPANY:

FOUNDATION MEDICINE, INC.

By: _____

Name: Michael Pellini, M.D.

Title: President and Chief Executive Officer

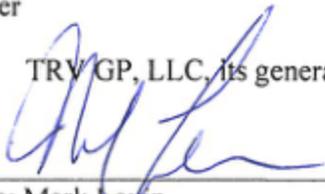
Signature Page - Right of First Refusal and Co-Sale Agreement

INVESTORS:

THIRD ROCK VENTURES, L.P.

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

By: TRV GP, LLC, its general partner

By:  _____

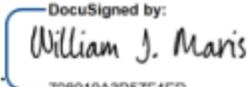
Name: Mark Levin

Title: Manager

INVESTORS:

GOOGLE VENTURES 2011, L.P.

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

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

INVESTORS:

KPCB HOLDINGS, INC., AS NOMINEE

By: Susan Biglieri
Name: Susan Biglieri
Title: CFO

INVESTORS:

**LABORATORY CORPORATION OF
AMERICA HOLDINGS**

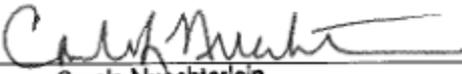
By: F. Samuel Eberts III
Name: F. Samuel Eberts III
Title: SVP + Chief Legal Officer

App'd As To Form
LAW DEPT.
By TUA

Signature Page – Right of First Refusal and Co-Sale Agreement

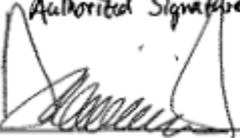
INVESTORS:

ROCHE FINANCE LTD

By: 

Name: Carole Nuechterlein

Title: *Authorized Signatory*

By: 

Name: Andreas Knerzinger

Title: *Authorized Signatory*

Signature Page – Right of First Refusal and Co-Sale Agreement



INVESTORS:

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

By: Wellington Management Company, LLP, as
investment advisor

By: 
Name: Steven M Hoffman
Title: Investment Advisor

INVESTORS:

QUISSETT INVESTORS (BERMUDA) L.P.

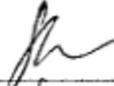
By: Wellington Management Company, LLP, as
investment advisor

By: 
Name: Steven M. Plotkin
Title: Managing Director

INVESTORS:

QUISSETT PARTNERS, L.P.

By: Wellington Management Company, LLP, as
investment advisor

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

INVESTORS:

SALTHILL INVESTORS (BERMUDA) L.P.

By: Wellington Management Company, LLP, as
investment advisor

By: 
Name: Steven M. Hopkins
Title: Vice President & CoM

INVESTORS:

SALTHILL PARTNERS, L.P.

By: Wellington Management Company, LLP, as
investment advisor

By: 
Name: Stan M. Helms
Title: Vice President & Counsel

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

INVESTORS:

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

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

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

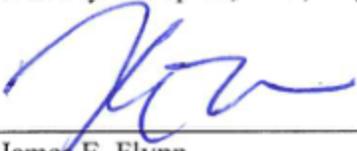
By: 
Name: James E. Flynn
Title: President

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

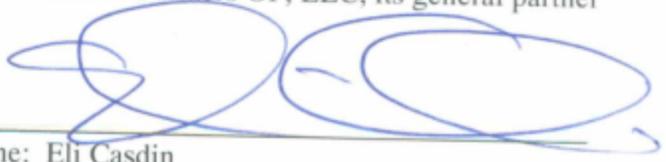
By: 

Name: James E. Flynn
Title: President

INVESTORS:

CASDIN PARTNERS MASTER FUND, LP

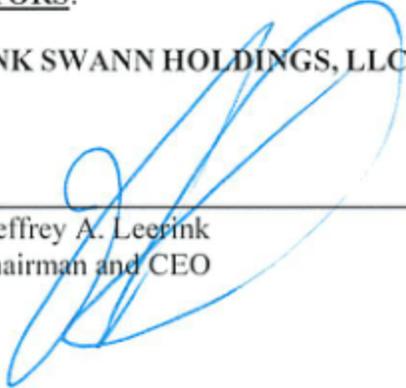
By: Casdin Partners GP, LLC, its general partner

By: 
Name: Eli Casdin
Title: Managing Member

INVESTORS:

LEERINK SWANN HOLDINGS, LLC

By: _____
Name: Jeffrey A. Leerink
Title: Chairman and CEO



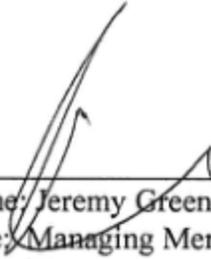
INVESTORS:

LEERINK SWANN CO-INVESTMENT FUND,
LLC

By: 
Name: SCOTT A. LEERINK
Title: Manager

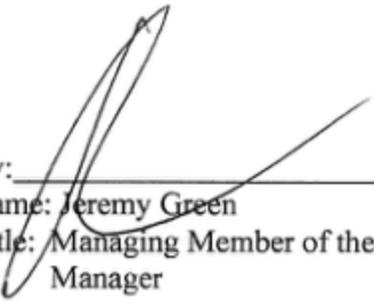
INVESTORS:

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

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

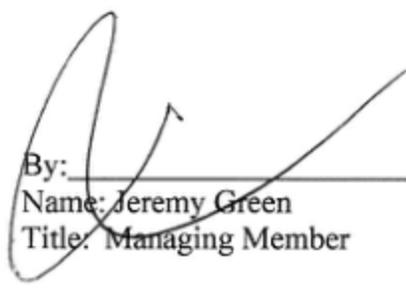
INVESTORS:

**REDMILE SPECIAL OPPORTUNITIES
FUND, LTD.**

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

INVESTORS:

REDMILE VENTURES, LLC


By: _____
Name: Jeremy Green
Title: Managing Member

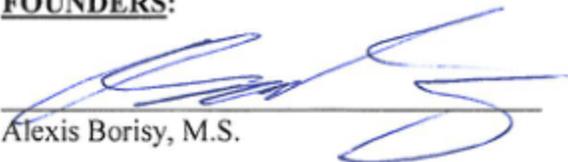
INVESTORS:



David Scheinkman

Signature Page – Right of First Refusal and Co-Sale Agreement

FOUNDERS:



Alexis Borisy, M.S.

Eric Lander, Ph.D

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

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

FOUNDERS:

Alexis Borisy, M.S.



Eric Lander, Ph.D

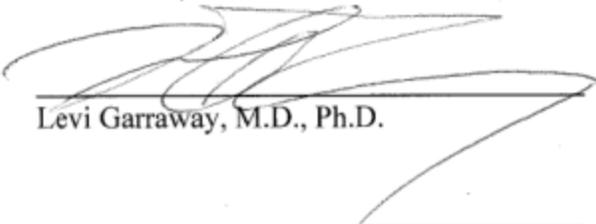
Levi Garraway, M.D., Ph.D.

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

FOUNDERS:

Alexis Borisy, M.S.

Eric Lander, Ph.D



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

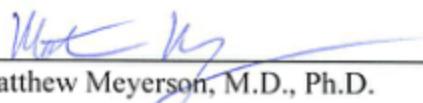
Matthew Meyerson, M.D., Ph.D.

FOUNDERS:

Alexis Borisy, M.S.

Eric Lander, Ph.D

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



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

FOUNDERS:



Michael Pellini

Kevin Krenitsky

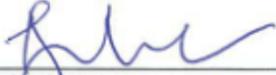
Vince Miller, M.D.

Gary Palmer

Ken Mullen

Signature Page - Right of First Refusal and Co-Sale Agreement

FOUNDERS:



Todd Golub

Signature Page – Right of First Refusal and Co-Sale 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: 646-536-5661

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: 646-536-5661

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

FOUNDERS

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 Mullen

[REDACTED]

Elliott Golub

[REDACTED]

Jessica Golub

[REDACTED]

John Rubin

[REDACTED]

Julia Rubin

[REDACTED]

Laura Rubin

[REDACTED]

Roberta Rubin

[REDACTED]

ATTACHMENT A

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 ____ day of _____, ____.

INVESTOR:

By: _____

Name and Title

Address: _____

Fax: _____

Accepted and Agreed:

COMPANY:

FOUNDATION MEDICINE, INC.

By: _____

Name: _____

Title: _____

ATTACHMENT B
FOUNDER ADOPTION AGREEMENT TO
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

This Founder Adoption Agreement (“**Founder Adoption Agreement**”) is executed by the undersigned permitted transferee or Founder (the “**Transferee**”) 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 Founder Adoption Agreement, the Transferee agrees as follows:

1. Acknowledgment. Transferee acknowledges that Transferee is acquiring certain shares of the capital stock of the Company (the “**Transfer Stock**”), subject to the terms and conditions of the Agreement.
2. Agreement. Transferee: (i) agrees that the Transfer Stock acquired by Transferee 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 Transferee were originally a Party thereto.
3. 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: _____

Fax: _____

Accepted and Agreed:

COMPANY:

FOUNDATION MEDICINE, INC.

By: _____

Name: _____

Title: _____