

**FIRST AMENDMENT OF LETTER OF AGREEMENT REGARDING PURCHASE OF
PARTNERSHIP INTEREST**

This FIRST AMENDMENT OF LETTER OF AGREEMENT REGARDING PURCHASE OF PARTNERSHIP INTEREST effective September 3, 2013 by and between William H. Gates ("Gates") and Dr. Boris Nikolic ("Dr. Nikolic") is made on and dated as of October 6, 2015 ("Amendment").

WHEREAS, Gates and Dr. Nikolic entered into a certain Letter of Agreement Regarding Purchase of Partnership Interests effective September 3, 2013 (the "Letter Agreement"); and

WHEREAS, while serving as an observer board member attending of meetings the Board of Directors of Foundation Medicine, Inc. ("FMI"), lock-ups and other restrictions on transfer with respect to the securities of FMI which were imposed on members of FMI's Board of Directors have substantially limited Dr. Nikolic's ability during the first two years of the Payment Period (as defined in the Letter Agreement) to exercise his rights under the Letter Agreement to deliver to Gates Investment Entity Payment Demands (as defined in the Letter Agreement) with respect to the securities of FMI; and

WHEREAS, Dr. Nikolic is no longer an observer member attending of FMI's Board of Directors, and Gates and Dr. Nikolic agree that in order to effectuate the original intention of the transactions contemplated under the Letter Agreement, the opportunity to deliver Investment Entity Payment Demands freely and without restriction, which was effectively lost while Dr. Nikolic served on FMI's Board of Directors during the first two years of the Payment Period, should be restored by amending the Letter Agreement to extend the expiration date of the Payment Period from September 3, 2016 until September 3, 2018; and

WHEREAS, pursuant to paragraph 2 of the section of the Letter Agreement encaptioned "Miscellaneous", the Letter Agreement may not be amended other than in writing signed by Gates and Dr. Nikolic;

NOW, THEREFORE, in consideration of the foregoing premises, and pursuant to paragraph 2 of the section of the Letter Agreement encaptioned "Miscellaneous", Gates and Dr. Nikolic hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the same meanings as are ascribed to such terms in the Letter Agreement.

2. The first sentence of the section of the Letter Agreement encaptioned "Investment Entity Payment Demands" is hereby deleted in its entirety and in place thereof is substituted the following:

"At any time and from time to time commencing on the date hereof and continuing through and including September 3, 2018 (the "Payment Period"), Dr. Nikolic shall have the right, exercisable by written notice to Gates, to demand payment of the increase in value in respect of all or a portion of the Foundation Medicine Investment and/or in respect of up fifty percent (50%) or a portion of fifty percent (50%) of the ResearchGate Investment (an "Investment Entity Payment Demand")."

3. Except as expressly provided in this Amendment, all the terms and provisions of the Letter Agreement will continue in full force and effect.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This Amendment may be executed and delivered by delivery of a facsimile copy of an executed signature

page or counterpart or by e-mailing a PDF version of a signed signature page or counterpart, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart.

5. This Amendment will be governed by and interpreted and construed under the laws of the State of Washington without regard to its conflicts of law provisions.

Each of Gates and Dr. Nikolic have executed this Amendment with effect from the date appearing in the first paragraph above.

WILLIAM H. GATES

DR. BORIS NIKOLIC