

William H. Gates

Dear Bill:

RE: Letter of Agreement Regarding Investment in the Life Science Fund

This letter sets forth the “Agreement” by and between you, William H. Gates (“Gates”), and me, Dr. Boris Nikolic (“Dr. Nikolic”), regarding our respective rights and obligations in connection with the investment by Gates of \$10 Million to \$20 Million in the Life Science Fund (the “Fund”). With respect to Gates’s investment in the Fund, Gates and Dr. Nikolic have agreed as follows:

Fund Investment Gates directly or through an affiliate of Gates shall purchase a \$10 Million to \$20 Million interest in the Fund (the “Fund Investment”)

Advance The amount that Gate or his affiliate pays to purchase the Fund Investment shall be deemed to be an advance of funds due from Gates to Dr. Nikolic under the prior agreement between Gates and Dr. Nikolic relating to the purchase by Gates from Dr. Nikolic of Dr. Nikolic’s interest in a certain investment entity and that entity’s underlying investments in Foundation Medicine, Inc. and ResearchGate GmbH. As an advance, Dr. Nikolic shall be deemed to bear all downside risk in the Fund Investment, in that Dr. Nikolic shall only be entitled to be paid as provided in this Agreement, even if the Fund Investment should become worthless.

Fund Investment Payment Demands At any time and from time to time commencing on the date that Gates or his affiliate purchases the Fund Investment and continuing through and including the third anniversary of said date of purchase (the “Payment Period”), Dr. Nikolic shall have the right, exercisable by written notice to Gates, to demand payment from Gates of the Adjusted Value (as hereinafter defined”) of up to all or a portion of the Fund Investment (a “Fund Investment Payment Demand”). Dr. Nikolic may deliver to Gates up to an aggregate of four (4) Fund Investment Payment Demands during the Payment Period. In connection with each Fund Investment Payment Demand, the “Adjusted Value” that Gates shall be required to pay to Dr. Nikolic shall be equal to:

1. The portion of the Fund Investment, expressed as a percentage, as to which Dr. Nikolic in his sole discretion elects to make such Fund Investment Payment Demand, multiplied by
2. The difference of (a) the fair market value of the Fund Investment (including all dividends, payments, distributions, securities and other items of value at any time distributed or paid by the Fund in respect of the Fund Investment) as of the date of such Fund Investment

3. Payment Demand, less (b) 50% of the amount, if any by which said fair market value exceeds the amount originally paid by Gates or his affiliate to purchase the Fund Investment.

The portion of the Fund Investment as to which any Fund Investment Payment Demand may be made at any given time may not exceed the difference of 100% less the aggregate percentage of the Fund Investment as to which all then prior Fund Investment Payment Demands were paid by Gates to Dr. Nikolic.

Fair Market Values For purposes of calculating the fair market value of the Fund Investment, and the Adjusted Value in connection with each Fund Investment Payment Demand hereunder, the following shall apply:

1. Fair market values shall be determined jointly by Gates and Dr. Nikolic, reasonably, in good faith and in accordance with the provisions hereof.
2. No discounts (including, without limitation, minority discounts or discounts for lack of marketability) will be applied in determining fair market values.
3. Whether or not Gates or his affiliate shall hereafter sell, transfer, convey, encumber or otherwise dispose of all or any portion of the Fund Investment, the fair market value of the Fund Investment and the Adjusted Value shall be calculated as if no such sale, transfer, conveyance, encumbrance or other disposition ever occurred.
4. Investment values, net asset values or similar valuations (other than those identified as estimated values) provided by the Fund to its investors in the ordinary course of the Fund's operation shall be presumed to be accurate absent manifest error, bias, gross negligence or willful misconduct on the part of the Fund.
5. Securities traded on any domestic or foreign exchange or included in the NASDAQ Stock Market are valued at their last sale prices reported on the day as of which the value is being determined, or if a security did not trade on such day, the last sale price on the next preceding day on which a sale price was reported. Values in any currency other than U.S. Dollars shall be converted to U.S. Dollars at prevailing exchange rates mutually agreed to by the parties in good faith.
6. In valuing privately held, illiquid securities of a fund or an issuer, the

7. value of the fund's or issuer's securities will be determined using any valuations of the fund or the issuer relied upon by purchasers in the issuer's or fund's most recent investment round to have occurred prior to the date that Dr. Nikolic makes a given Fund Investment Payment Demand; provided, however, that if any such valuation is more than twelve (12) months old at the time that Dr. Nikolic makes a Fund Investment Payment Demand, then the parties agree to engage a mutually agreed upon independent third party appraiser to provide them with a then current appraisal of the illiquid security sought to be valued.
8. During the period that Dr. Nikolic is permitted to make Fund Investment Payment Demands hereunder, upon request from Dr. Nikolic, Gates shall give Dr. Nikolic written notice of any dividends, payments, distributions, securities or other items of value distributed or paid by the Fund in connection with the Fund Investment. Such notice shall include all relevant terms, provisions and other details regarding any such dividends, payments, distributions, securities and other items of value so distributed or paid.
9. At all times while Dr. Nikolic is permitted to make Fund Investment Payment Demands hereunder, upon request from Dr. Nikolic, Gates shall provide Dr. Nikolic with true and correct copies of all valuations, financial statements (whether audited or unaudited), reports and other communications which Gates or Gates's affiliates receives from or delivers to the Fund promptly after receiving or delivering the same, provided Gates is not otherwise legally or contractually prohibited from sharing any such information with a third party.

**Payment of
Adjusted Value in
Connection with
Fund Investment
Payment Demands**

Gates shall pay Dr. Nikolic the Adjusted Value of in connection with each Fund Investment Payment Demand within fifteen (15) days after Gates receives such Fund Investment Payment Demand. Payment shall be made by wire transfer to a proper account designated in writing by Dr. Nikolic to Gates. Default interest shall accrue and be due and payable by Gates to Dr. Nikolic on all such late, outstanding amounts at the default rate of twenty five percent (25%) per annum until all such outstanding amounts are paid in full.

**No Sale of Fund
Investment
Required**

Nothing provided in this Agreement shall be deemed to require Gates or any affiliate of Gates to make any sale or other disposition of all or any portion of the Fund Investment in connection with any or all of the Fund Investment Payment Demands by Dr. Nikolic; it being understood that Dr. Nikolic will hold no interest whatsoever in the Fund Investment and that Gates shall be free in his sole discretion to hold for as long as he shall so desire, or to sell, encumber or otherwise dispose of at any time and from time to time, all or

any portion of the Fund Investment, whether before or after Dr. Nikolic makes any or all Fund Investment Payment Demands.

Notices

All notices, requests, permissions or other communications which either party hereto may be required or desire to give to the other party hereto under this Agreement must be in writing and as to Dr. Nikolic, sent by (1) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (2) telecopy, facsimile or email (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid) or (3) express mail or courier (for either same day or next Business Day delivery), and as to Gates, to Larry Cohen by email, text and by phone/call at [REDACTED]. A notice or other communication sent to Dr. Nikolic in compliance with the provisions of this Section shall be deemed given and received on (x) the fifth (5th) Business Day following the date it is deposited in the U.S. mail, (y) the date of confirmed transmission to the intended recipient if sent by facsimile, telecopy or email (provided that a copy thereof is sent by mail the same day in the manner provided in clause (2) above), or (z) the date it is delivered to the other party's address if sent by express mail or courier. A notice or other communication sent to Gates in compliance with the provisions of this Section shall be deemed given and received upon confirmation of receipt, which shall be given promptly upon actual receipt. All notices, requests, permissions and other communications to Gates shall be addressed to:

Larry Cohen
[REDACTED]

All notices, requests, permissions and other communications to Dr. Nikolic shall be addressed to:

[PROVIDE NOTICE ADDRESS, FAX AND EMAIL]

Each party hereto shall be required to timely notify the other party in the event of change of his contact or address for receiving notices and other communications hereunder by a notice given to the other party hereto in the manner provided in this Section.

Governing Law

This Agreement will be governed, interpreted, and construed under the laws of the State of [INSERT GOVERNING LAW] without regard to its conflicts of law provisions.

Expenses

Each party will be responsible for its or his own costs and expenses (including any fees and expenses of their representatives or advisors) incurred at any time in connection with this Agreement or any other agreements, instruments or other documents entered into in connection with the matters addressed by this Agreement.

Miscellaneous

1. **Entire Agreement.** Except as noted below, this Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.
2. **Amendment.** This Agreement may not be amended, modified or supplemented other than in writing signed by both parties hereto.
3. **Waiver.** Any waiver of any provision hereof must be in writing and shall be effective only in the specific instance and for the specific purpose for which such waiver is given. No failure on the part of either party hereto to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
4. **Binding Effect; Assignability.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, devisees, successors, and permitted assigns. This Agreement (including the rights and obligations hereunder) shall not be assignable by either party hereto except with the prior written consent of the other party hereto; provided, however, that Dr. Nikolic may assign his rights to receive payments under this Agreement to a wholly owned affiliate of Dr. Nikolic without the prior written consent of Gates, provided further that such wholly owned affiliate may not further assign any such payments without Gates' written consent.
5. **Severability.** If any of the covenants, terms, conditions or provisions of this Agreement are held invalid for any reason, such invalidity shall not affect the other covenants, terms, conditions and provisions hereof which can be given effect without the invalid covenant, term, condition or provision, as the covenants, terms conditions and provisions of this Agreement are intended to be and shall be deemed severable.
6. **Counterparts; Delivery.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by delivery of a facsimile

7. copy of an executed signature page or counterpart hereof or by e-mailing a PDF version of a signed signature page or counterpart hereof, and each shall have the same force and effect as the delivery of an originally executed signature page or counterpart hereof.
8. **Construction.** This Agreement shall be deemed to have been prepared, and negotiations shall be deemed to have occurred in connection with such preparation, pursuant to the joint efforts of all of the parties to this Agreement. This Agreement therefore shall be construed simply and fairly and not for or against any party to this Agreement.
9. **Confidentiality.** Each party hereto shall treat the terms of this Agreement as confidential and, without the prior written consent of the other party hereto, shall not disclose the terms hereof to any third party; provided, however, that a party hereto may make such disclosure (i) to his accountants, attorneys, tax advisors and other advisors who require the same for the purpose of performing their services for such party; (ii) as required by any law, rule or regulation, or rule of a court or government authority or agency; (iii) in connection with any pleadings, motions, discovery or other filings in any legal proceedings or arbitration arising out of this Agreement; or (iv) in response to a duly authorized subpoena, court order, order from any government authority or other duly authorized discovery or information request. At least five business days (if feasible) prior to making any disclosure pursuant to clause (iv) above (other than in connection with legal proceedings or arbitration arising out of this Agreement pursuant to clause (iii) above), to the extent permissible by applicable laws, rules and regulations, and by rule or order of the applicable court or government authority, the party being asked to make the disclosure shall inform the other party hereto of the disclosure request, so as to permit the other party hereto to seek a protective order or other appropriate relief if he so desires, and the party being asked to make the disclosure will reasonably cooperate with any such effort by the other party hereto; provided, however that nothing provided herein shall prohibit the party being asked to make the disclosure from timely complying with any such subpoena, court order, order from government authority or other duly authorized discovery or information request.

AGREED TO AND ACCEPTED

Boris Nikolic

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William H. Gates