# **COMMERCIAL LEASE AGREEMENT**

This Lease Agreement ("Agreement") is entered into on February 4, 2013, by and between:

LESSOR: 150 SECOND STREET, LLC A Delaware limited liability company Address: c/o Skanska USA Commercial Development Inc., 253 Summer Street, Boston, MA 02210

LESSEE: FOUNDATION MEDICINE, INC. A Delaware corporation Address: 150 Second Street, Cambridge, MA 02139

PROPERTY: The Landlord hereby leases to the Tenant the commercial property located at: 150 Second Street, Cambridge, Massachusetts Premises: First floor space Approximate Rentable Area: 10,000 square feet

1. TERM OF LEASE

* Lease Commencement Date: To be determined as per Section 4.1
* Initial Term: Up to 12 months
* Potential Early Termination: As specified in Section 2.4

1. RENT (a) Base Rent:

* $12,250.00 per month
* Inclusive of real estate taxes, insurance, and operating expenses
* Subject to adjustment as specified in Section 3.2

(b) Payment Terms:

* First month's rent due upon lease execution
* Monthly payments due on the first day of each month
* 5% administrative fee for late payments

1. SECURITY DEPOSIT

* Terms to be determined (not specifically detailed in the lease)

1. USE OF PREMISES (a) Permitted Use:

* General office purposes
* Must comply with all applicable laws and regulations

(b) Restrictions:

* No alterations without Landlord's consent
* Must maintain premises in good condition
* Comply with building rules and regulations

1. UTILITIES AND SERVICES (a) Landlord Provides:

* Heating and cooling during Normal Business Hours
* Water and sewer service for common area bathrooms
* Cleaning and janitorial services for common areas

(b) Tenant Responsibilities:

* Pay for electricity directly to utility provider
* Responsible for telephone services
* Additional utility services as specified in Section 10

1. MAINTENANCE AND REPAIRS (a) Landlord Responsibilities:

* Maintain building structure
* Repair and maintain common areas
* Provide basic building services

(b) Tenant Responsibilities:

* Maintain interior of premises
* Keep premises clean and sanitary
* Repair damages caused by tenant's use

1. ALTERATIONS

* No alterations permitted without Landlord's written consent
* Tenant may not modify premises

1. PARKING

* 10 parking spaces available
* 7 spaces in building garage at $225 per month
* 3 spaces in surface lot at $175 per month

1. INSURANCE (a) Tenant Insurance Requirements:

* Commercial general liability insurance
* $2,000,000 per occurrence
* $5,000,000 aggregate

(b) Landlord Insurance:

* Property insurance for building
* Liability insurance

1. TERMINATION

* Early termination possible under specific conditions
* Requires written notice
* Potential penalties for holding over

1. DISPUTE RESOLUTION

* Governed by laws of Massachusetts
* Waiver of jury trial
* Disputes to be resolved through negotiation or legal action

SIGNATURES

LANDLORD: 150 SECOND STREET, LLC

By: /s/ Shawn Hurley Name: Shawn Hurley Title: Manager Date: February 4, 2013

TENANT: FOUNDATION MEDICINE, INC.

By: /s/ Steven J. Kafka Name: Steven J. Kafka Title: Chief Business Officer Date: February 4, 2013

ACKNOWLEDGMENT By signing above, both parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Commercial Lease Agreement.