
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM 8-K/A
(Amendment No. 1)**

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Act of 1934**

Date of Report (Date of earliest event reported): December 17, 2018

AVROBIO, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-38537
(Commission
File Number)

81-0710585
(I.R.S. Employer
Identification Number)

**One Kendall Square
Building 300, Suite 201
Cambridge, MA 02139**
(Address of principal executive offices, including zip code)

(617) 914-8420
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13d-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

EXPLANATORY NOTE

This Amendment No. 1 on Form 8-K/A (the “Amendment”) amends the Current Report on Form 8-K filed by AVROBIO, Inc. (the “Company”) on December 21, 2018 (the “Original Form 8-K”). The Original Form 8-K was filed in part to report the departure of (i) Katina Dorton as Chief Financial Officer of the Company and as principal financial officer and principal accounting officer of the Company, effective December 17, 2018, and (ii) Nerissa Kreher, M.D. as Chief Medical Officer of the Company and as an executive officer of the Company, effective December 17, 2018. The Company is filing this Amendment solely to report the entry by the Company into (a) a Separation Agreement and Release with Ms. Dorton (the “Dorton Separation Agreement”) and (b) a Separation Agreement and Release with Dr. Kreher (the “Kreher Separation Agreement”) and to file such agreements with this Amendment. Except as provided below, the Original Form 8-K and exhibits are otherwise unaltered by this Amendment.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(1) Dorton Separation Agreement

On January 8, 2019, the Company entered into the Dorton Separation Agreement with Ms. Dorton, which provides, among other things, that in exchange for granting and not revoking a customary release agreement Ms. Dorton will receive (a) an amount equal to nine months of her base salary, payable in substantially equal installments in accordance with the Company’s payroll practice over nine months, provided that Ms. Dorton has not breached any of her continuing obligations, (b) her target annual incentive compensation for 2018 or the incentive compensation that she otherwise would have received for 2018, whichever is greater, (c) reimbursement of COBRA premiums for health benefit coverage for up to nine months, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to Ms. Dorton had she remained employed with the Company and (d) certain costs associated with Ms. Dorton’s apartment in Boston, Massachusetts, less applicable deductions and withholdings. Additionally, all time-based equity awards held by Ms. Dorton that would have vested had Ms. Dorton remained employed by the Company for an additional nine months following December 17, 2018 shall vest and become exercisable or non-forfeitable.

The foregoing summary of the Dorton Separation Agreement is qualified in its entirety by reference to the full Dorton Separation Agreement filed herewith as Exhibit 10.1 and incorporated by reference herein.

(2) Kreher Separation Agreement

As previously reported by the Company in the Original Form 8-K, unless her employment terminates earlier, Dr. Kreher will continue as a senior advisor to the Company until March 31, 2019, at which time her employment with the Company will end.

On January 10, 2019, the Company entered into the Kreher Separation Agreement with Dr. Kreher, which provides, among other things, that in exchange for granting and not revoking a customary release agreement during the time she serves as a senior advisor to the Company, Dr. Kreher shall (i) continue to receive her current base salary, (ii) remain eligible to participate in the Company’s group employee benefit plans as a regular full-time employee and (iii) continue to vest in her outstanding equity awards. At the termination of her employment with the Company, provided that, among other things, Dr. Kreher’s employment is not terminated by the Company for “cause” and subject to the execution and effectiveness of an updated release, Dr. Kreher will be entitled to receive (a) an amount equal to nine months of her base salary, payable in substantially equal installments in accordance with the Company’s payroll practice over nine months, provided that Dr. Kreher has not breached any of her continuing obligations, (b) her target annual incentive compensation for 2018 or the incentive compensation that she otherwise would have received for 2018, whichever is greater and (c) a monthly cash payment for nine months in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to Dr. Kreher had she remained employed by the Company. Additionally, as of Dr. Kreher’s last date of employment with the Company, all time-based equity awards held by Dr. Kreher that would have vested had Dr. Kreher remained employed by the Company for an additional nine months following that date shall vest and become exercisable or non-forfeitable.

The foregoing summary of the Kreher Separation Agreement is qualified in its entirety by reference to the full Separation Agreement filed herewith as Exhibit 10.2 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Separation Agreement and Release, dated January 8, 2019, by and between the Company and Katina Dorton.</u>
10.2	<u>Separation Agreement and Release, dated January 10, 2019, by and between the Company and Nerissa Kreher, M.D.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AVROBIO, Inc.

Date: January 11, 2019

By: /s/ Geoff MacKay
Geoff MacKay
Chief Executive Officer

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Separation Agreement") is made between AVROBIO, Inc., a Delaware corporation (the "Company"), and Katina Dorton (the "Executive"). The Company together with Executive shall be referred to as the "Parties."

WHEREAS, the Parties entered into an Employment Agreement dated June 8, 2018 (the "Employment Agreement") which replaced and superseded a prior employment agreement between the Parties, dated July 20, 2017 (the "Prior Employment Agreement");

WHEREAS, pursuant to the Employment Agreement, the Company agreed to provide the Executive with certain severance pay and benefits (the "Severance Benefits") in the event the certain cessations of employment, subject to, among other things, the Executive entering into, not revoking and complying with a Separation Agreement and Release;

WHEREAS, the Company's Board of Directors appreciates the Executive's contributions to the Company;

WHEREAS, the Executive's employment with the Company will end pursuant to Section 3(d) of the Employment Agreement effective December 17, 2018 (the "Last Date of Employment");

WHEREAS, this Separation Agreement is the Separation Agreement and Release referred to in the Employment Agreement;

WHEREAS, in exchange for, among other things, the Executive entering into and not revoking this Separation Agreement and fully complying with the Continuing Obligations (as defined below), the Company shall provide the Executive with the Severance Benefits as described in Section 3 of this Separation Agreement; and

WHEREAS, the payments and benefits set forth in this Separation Agreement are the exclusive payments and benefits to Executive in connection with the ending of Executive's employment. By entering into this Separation Agreement, Executive acknowledges and agrees that she is not entitled to any other severance pay, benefits or equity rights including without limitation pursuant to any severance plan, program or arrangement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Resignation from Positions.** The Executive hereby resigns as of the Last Date of Employment as an officer of the Company as well as from any other director or officer positions she holds with any of the Company's subsidiaries or entities affiliated with the Company. The Executive agrees to execute any documents reasonably requested by the Company or any controlled entities in order to effectuate such resignations.

2. **Accrued Benefit.** The Executive acknowledges and agrees that, prior to executing this Agreement, she has been paid in full for: (i) any Base Salary (as defined in the Employment Agreement) earned through the Last Date of Employment, (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of the Employment Agreement), and (iii) 20 hours of unused vacation that accrued through the Last Date of Employment.

3. **Severance Benefits.** In exchange for, among other things, the Executive signing, not revoking and complying with the terms of this Separation Agreement:

(i) the Company shall pay the Executive an amount equal to nine (9) months Base Salary (the "Severance Amount"). Notwithstanding the foregoing, if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount shall immediately cease;

(ii) notwithstanding anything to the contrary in the Company's equity plan(s) (as the same may be amended from time to time) or any applicable option agreement or stock-based award agreement (collectively, the "Equity Documents"), all time-based stock-based awards held by the Executive in which such stock option or other stock-based award would have vested if the Executive had remained employed for an additional nine (9) months following the Last Date of Employment (the "Time-Based Equity Awards") shall vest and become exercisable or nonforfeitable as of the Last Date of Employment; provided that, although vesting will cease as of the Last Date of Employment and the ninety (90) day post-employment exercise period with respect to any vested shares will commence on the Last Date of Employment, the termination of the unvested portion of the Executive's Time-Based Equity Awards that would otherwise occur on the Last Date of Employment will be delayed to the extent necessary to effectuate the terms of this Agreement, and, provided this Separation Agreement has been signed and has become irrevocable, to effectuate the terms of Section 5(a) of the Employment Agreement in the event that a Change in Control (as defined in the Employment Agreement) occurs within three (3) months following the Last Date of Employment;

(iii) if the Executive was participating in the Company's group health plan immediately prior to the Last Date of Employment and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for nine (9) months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company; and

(iv) in consideration of costs associated with the Executive's apartment in Boston, Massachusetts, the Company shall pay the Executive \$14,000, less applicable deductions and withholdings, payable along with the First Installment (as defined below) .

The amounts payable under Section 3(i), and (iii) of this Separation Agreement shall be paid out in substantially equal installments in accordance with the Company's payroll practice over nine (9) months; provided, however, that since the 60-day period begins in one calendar year (2018) and ends in a second calendar year (2019), in accordance with the Employment Agreement the Severance Amount shall begin to be paid in the second calendar year (2019) by the last day of such 60-day period (before February 15, 2019); provided, further, that the initial payment (the "First Installment") shall include a catch-up payment to cover amounts retroactive to the day immediately following the Last Date of Employment. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

If the Executive has signed this Separation Agreement and it has become irrevocable, and within three (3) months after the Last Date of Employment a Change in Control occurs, any benefits payable before the Change in Control will continue to be treated as payable under this Section 3, and any benefits payable after the Change in Control will be paid pursuant to Section 5(a) of the Employment Agreement. In no event may there be duplication of benefits under this Section 3 and Section 5(a) of the Employment Agreement.

4. 2018 Incentive Compensation. In addition to the Severance Benefits set forth above in Section 3, and provided the Executive signs, does not revoke, and complies with the terms of this Separation Agreement, the Company shall pay the Executive the greater of (i) the Executive's Target Annual Incentive Compensation for 2018 (as defined in the Employment Agreement), which the Executive agrees is 40% of her Base Salary, or (ii) the incentive compensation that the Executive otherwise would have received for 2018 (in either case, the "2018 Bonus"). The 2018 Bonus shall be paid out in a lump sum when such amount is actually determined and annual bonuses are paid out to the Company's executives for 2018, provided that the 2018 Bonus shall be paid no later than March 15, 2019.

5. General Release. The Executive irrevocably and unconditionally releases and forever discharges the Company, all of its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and the fiduciaries of such plans, and the current and former officers, directors, stockholders, employees, in their official and personal capacities as well as the Company's attorneys, accountants, fiduciaries and agents of each of the foregoing in their official capacities (collectively referred to as the "Releasees") generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown ("Claims") that, as of the date when Executive signs this Separation Agreement, she has, ever had, now claims to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, the complete waiver and release of all Claims of or arising in connection with or for: the Employment Agreement and the Prior Employment Agreement or any other agreement between the Executive and any of the Releasees, including Claims for breach of express or implied contract; wrongful termination of employment whether in contract or tort; intentional, reckless, or negligent infliction of emotional distress; breach of any express or implied covenant of employment, including the covenant of good faith and fair dealing; interference with contractual or advantageous

relations, whether prospective or existing; deceit or misrepresentation; discrimination or retaliation under state, federal, or municipal law, including, without limitation, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Retaliatory Employment Discrimination Act, the North Carolina Persons with Disabilities Protection Act, the North Carolina Equal Employment Practices Act, and Chapter 151B of the Massachusetts General Laws; any claim under any state or local statute, rule, ordinance, or regulation, all contract and quasi-contract claims, claims for promissory estoppel or detrimental reliance, claims for wages, bonuses, incentive compensation, and severance allowances or entitlements, all claims for fraud, slander, libel, defamation, disparagement, intentional infliction of emotional distress, personal injury, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever, and all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs, and disbursements; as well as any Claims for alleged wrongful discharge, discrimination or harassment, negligent or intentional infliction of emotional distress, breach of an express or implied contract, promissory estoppel, whistleblower retaliation, other personal injury, fraud or misrepresentation, defamation, invasion of privacy, negligence, retaliation, violation of public policy, or any other unlawful behavior; defamation or damage to reputation; reinstatement; punitive or emotional distress damages; wages, severance pay, vacation pay, back or front pay or other forms of compensation, whether under the Massachusetts Wage Act, M.G.L. c. 149, §§148- 150C, or otherwise; and attorney's fees and costs. The Executive understands that this general release of Claims includes, without limitation, any and all Claims related to the Executive's employment by the Company (including without limitation, any Claims against the Company in respect of any stock-based awards of any kind) and the termination of her employment, and all Claims in her capacity as a Company stockholder arising up to and through the date that the Executive enters into this Separation Agreement. Executive understands that this general release does not extend to any rights or Claims that may arise out of acts or events that occur after the date on which the Executive signs this Agreement. Executive represents that she has not assigned to any third party and has not filed with any agency or court any Claim released by this Agreement. This release does not affect the Executive's rights or obligations under this Separation Agreement, nor shall it affect the Executive's rights, if any, to unemployment compensation benefits, workers' compensation or vested accrued benefits pursuant to the Company's employee benefits plan(s), or her rights to indemnification by the Company pursuant to the Indemnification Agreement dated June 8, 2018, coverage, if any, under applicable directors' and officers' or other third-party liability insurance policies. Notwithstanding the foregoing, this release does not affect Executive's rights to assert any claims against those Releasees who are not current or former officers, directors, stockholders or employees of the Company with respect to any claim that Executive may have against any such party that does not relate to Executive's employment with, or termination from, the Company.

6. Return of Property. On the Last Date of Employment, the Executive shall be required to return all Company property, including, without limitation, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships (“Company Property”). If necessary, the Executive may make arrangements with the Company’s Human Resources team to promptly return such Company Property. By signing below, the Executive acknowledges that all such Company Property has been returned to the Company. After returning all Company Property, the Executive commits to deleting and finally purging any duplicates of files or documents that may contain Company or customer information from any non-Company computer or other device that remains the Executive’s property after the Last Date of Employment.

7. Communications Regarding Departure. The Executive agrees that she will not communicate about her departure with anyone until after the Company’s Chief Executive Officer has made a formal written announcement about the Executive’s departure through an email communication (the “Company Announcement”); provided that the Executive may communicate with her tax advisors, attorneys, and immediate family members about her departure before the Company Announcement, provided further that the Executive first advises such persons not to reveal information about the Executive’s departure and each such person agrees. The Executive has agreed to communicate positively about her employment at the Company as well as her departure both internally and externally. If the Executive publishes a written statement about her employment or her departure, including through email or a social media posting, the Executive shall first have the content approved by the Chief Executive Officer. These obligations shall not in any way affect any person’s obligations to provide truthful information as required by law. Within three business days after the effective date of this Agreement, the Company shall provide the Executive with an electronic copy of her contacts list and Outlook calendar.

8. Non-Disparagement. Subject to Section 11 of this Agreement, the Executive agrees not to take any action or make any statements, written or oral, that are disparaging about or adverse to the business interests of the Company or any of its affiliates or its or their products, services or current or former officers, directors, shareholders, employees, managers or agents. For its part, within two business days after the Executive executes this Agreement, the Company shall instruct in writing the members of the Company’s Board of Directors as well as the Company’s executive management team not to take any action or make any statements, whether written or oral, that are disparaging about or adverse to the Executive. These non-disparagement obligations shall not apply to truthful testimony in any legal proceeding.

9. Continuing Obligations; Termination of Payments; Injunctive Relief. The Executive acknowledges that her right to the Severance Benefits is conditioned on her full compliance with the provisions in Section 7 of the Employment Agreement, including without limitation the Confidentiality and IP Assignment Agreement executed on July 20, 2017 (the “Restrictive Covenant Agreement”), which is hereby incorporated by reference into this Separation Agreement. Collectively, Section 7 of the Employment Agreement,

the Restrictive Covenant Agreement, and Sections 6, 7, and 8 of this Agreement shall be referred to as the “Continuing Obligations.” In the event that the Executive fails to comply with any of the Continuing Obligations, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to terminate the Severance Benefits. Such termination in the event of a breach by the Executive shall not affect the general release in Section 5 or the Executive’s obligation to comply with the Continuing Obligations and shall be in addition to, and not in lieu of, the Company’s rights to other legal and equitable remedies that the Company may have. Further, Executive agrees that it would be difficult to measure any harm caused to the Company that might result from any breach by the Executive of any of the Continuing Obligations and that, in any event, money damages would be an inadequate remedy for any such breach. Accordingly, Executive agrees that if she breaches, or proposes to breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond, and to recover the Company’s attorney’s fees associated with any such breach by the Executive.

10. Advice of Counsel. This Separation Agreement is a legally binding document and the Executive’s signature will commit the Executive to its terms. The Executive acknowledges that she has been advised to discuss all aspects of this Separation Agreement with her attorney, that she has in fact been represented by counsel, that she has carefully read and fully understands all of the provisions of this Separation Agreement and that the Executive is voluntarily entering into this Separation Agreement.

11. Protected Disclosures. Nothing in this Separation Agreement or otherwise limits the Executive’s: (i) obligation to testify truthfully in any legal proceeding; (ii) right to file a charge, claim or complaint with any federal agency (such as the Equal Employment Opportunity Commission) or any state or local governmental agency or commission (together, a “Government Agency”); or (iii) ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including her ability to provide documents or other information, without notice to the Company.

12. Time for Consideration; Effective Date. The Executive acknowledges that this Separation Agreement replaces the prior proposed agreement provided to the Executive on December 17, 2018. The Executive further acknowledges that she was given twenty-one (21) days to consider the December 17, 2018 agreement and that the last day of the twenty-one (21) day period (the “Consideration Period”) remains unchanged by the offer of this Separation Agreement in place of the December 17, 2018 agreement. To accept this Agreement, the Executive must return a signed, unmodified original or PDF copy of this Agreement so that it is received by the undersigned on or before the expiration of the Consideration Period on January 7, 2019. If the Executive signs this Agreement prior to January 7, 2019, the Executive acknowledges by signing this Agreement that such decision was entirely voluntary and that she had the opportunity to consider this Agreement for the entire Consideration Period. The

Executive and the Company agree that any changes or modifications to this Agreement shall not restart the twenty -one (21) day period. For a period of seven (7) business days from the day of the execution of this Agreement, the Executive shall retain the right to revoke this Agreement by written notice that must be received by the undersigned before the end of such revocation period. This Agreement shall become effective on the business day immediately following the expiration of the revocation period (the "Effective Date"), provided that the Executive does not revoke this Agreement during the revocation period.

13. Enforceability. The Executive acknowledges that, if any portion or provision of this Separation Agreement or the Continuing Obligations shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision shall be valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement. This Separation Agreement along with the Continuing Obligations (including the Restrictive Covenant Agreement) constitute the entire agreement between the Executive and the Company concerning the Executive's relationship with the Company, and supersedes and replaces any and all prior agreements and understandings between the Parties concerning the Executive's relationship with the Company including, without limitation, the unreserved provisions of the Employment Agreement, provided that the Equity Documents (subject to Section 3(ii) of this Agreement), the Arbitration Provision, and the Indemnification Agreement dated June 8, 2018 between the Executive and the Company, shall continue to be in full force and effect. In addition, and notwithstanding the foregoing, Section 5 of the Employment Agreement shall remain in full force and effect to the extent consistent with the terms of this Agreement.

15. Waiver; Amendment. No waiver of any provision of this Separation Agreement, including the Continuing Obligations, shall be effective unless made in writing and signed by the waiving party. The failure of either Party to require the performance of any term or obligation of this Separation Agreement or the Continuing Obligations, or the waiver by either Party of any breach of this Separation Agreement or the Continuing Obligations shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may not be modified or amended except in a writing signed by both the Executive and a duly authorized officer of the Company.

16. Taxes. The Company shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Separation Agreement and in connection with other compensation matters to the extent that it reasonably and in good faith determines that it is required to make such deductions, withholdings and tax reports. Payments under this Separation Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Separation Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits made to the Executive in connection with the Executive's employment with the Company.

17. **Acknowledgment of Wage and Other Payments.** The Executive acknowledges and represents that, except as expressly provided in this Separation Agreement, the Executive has been paid all wages, bonuses, compensation, benefits and other amounts that any of the Releasees has ever owed to the Executive, including without limitation the Relocation Amount (as defined in the Employment Agreement). The Executive is not entitled to any bonus, incentive compensation or other compensation except as specifically set forth in this Separation Agreement.

18. **Arbitration.** The Parties agree that Section 8 (Arbitration of Disputes) of the Employment Agreement shall remain in full force and effect (the "Arbitration Provision"). Notwithstanding the foregoing, the Arbitration Provision shall not preclude either Party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate, including without limitation with respect to the breach of the Executive's Continuing Obligations; provided that any other relief shall be pursued through an arbitration proceeding pursuant to the Arbitration Provision.

19. **Governing Law; Interpretation.** This Separation Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. In the event of any dispute, this Separation Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Party or the "drafter" of all or any portion of this Separation Agreement.

20. **Counterparts.** This Separation Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile and pdf signatures shall be deemed to be of equal force and effect as originals.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Separation Agreement on the date(s) indicated below.

COMPANY:

AVROBIO, INC.
a Delaware corporation

By: /s/ Geoff MacKay
Name: Geoff MacKay
Title: Chief Executive Officer

Date: 1/8/2019

EXECUTIVE:

By: /s/ Katina Dorton
Name: Katina Dorton

Date: 1/7/19

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Separation Agreement”) is made between AVROBIO, Inc., a Delaware corporation (the “Company”), and Nerissa Kreher (the “Executive”). The Company together with Executive shall be referred to as the “Parties.”

WHEREAS, the Parties entered into an Employment Agreement dated June 8, 2018 (the “Employment Agreement”) which replaced and superseded a prior employment agreement between the Parties, dated November 1, 2016 (the “Prior Employment Agreement”);

WHEREAS, pursuant to the Employment Agreement, the Company agreed to provide the Executive with certain severance pay and benefits (the “Severance Benefits”) in the event the certain cessations of employment, subject to, among other things, the Executive entering into, not revoking and complying with a Separation Agreement and Release;

WHEREAS, the Company’s Board of Directors appreciates the Executive’s contributions to the Company;

WHEREAS, effective December 17, 2018, the Executive shall transition from the position of Chief Medical Officer to the position of Senior Advisor;

WHEREAS, if the Executive enters into and does not revoke this Separation Agreement and Release, the Executive’s employment with the Company will end pursuant to Section 3(d) of the Employment Agreement effective March 31, 2019, unless employment ends on an earlier date consistent with the terms of this Separation Agreement and Release (such actual date, the “Last Date of Employment”);

WHEREAS, this Separation Agreement is the Separation Agreement and Release referred to in the Employment Agreement;

WHEREAS, in exchange for, among other things, the Executive entering into and not revoking this Separation Agreement and fully complying with the Continuing Obligations and the Conditions (as each is defined below), the Company shall provide the Executive with the Severance Benefits as described in Section 3 of this Separation Agreement; and

WHEREAS, the payments and benefits set forth in this Separation Agreement are the exclusive payments and benefits to Executive in connection with the ending of Executive’s employment. By entering into this Separation Agreement, Executive acknowledges and agrees that she is not entitled to any other severance pay, benefits or equity rights including without limitation pursuant to any severance plan, program or arrangement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Transition from Employment

(i) Transition Period. If the Executive enters into, does not revoke, and complies with this Agreement, the Executive's at-will employment will continue, along with the compensation and benefits specified below, until March 31, 2019, unless the Company sooner terminates the Executive's employment for Cause (as defined in Section 3(c) of the Employment Agreement) or the Executive sooner resigns. The time period between the date of this Agreement and the Last Date of Employment shall be referred to herein as the "Transition Period."

(ii) Transition Services.

(a) Effective December 17, 2018 (and regardless of whether the Executive enters into this Agreement), the Executive will transition to the position of Senior Advisor and shall not be authorized to perform any of her previous duties unless so requested in writing by the Company's Chief Executive Officer (the "CEO") or his designee. At all times during the Transition Period, the Executive will report to the CEO or his designee and shall have such part-time duties as may be prescribed by the CEO or his designee. As Senior Advisor, the Executive will provide services to the Company and answer questions on an as-needed basis and to the extent directed by the CEO or his designee. The Executive may, with the CEO's prior written consent, engage in noncompetitive part-time (less than 20 hours a week) consulting -employment or business activities during the Transition Period. The CEO shall respond to the Executive's written request for such consent within five (5) days of the request and shall not unreasonably withhold his consent. If the Executive accepts full-time employment with another person or entity, the Executive must immediately resign from employment with the Company as of the date that employment commences, and the Transition Period will end. During the Transition Period, the Executive agrees to work cooperatively with the Board of Directors of the Company (the "Board"), the CEO and other members of the Company's management team.

(b) The Executive hereby waives the application of the definition of "Good Reason" in the Employment Agreement to all aspects of the Executive's prior and continued employment, including but not limited to any changes to the Executive's responsibilities, authority or duties, and the Executive agrees that such "Good Reason" provision is hereby null and void. For the avoidance of doubt, the Executive shall have no "Good Reason" departure rights under the Employment Agreement or otherwise.

(iii) Compensation, Benefits, and Vesting. During the Transition Period, the Executive shall (i) continue to be paid her current Base Salary (as defined in the Employment Agreement), (ii) remain eligible to participate in the Company's group employee benefit plans as a regular full-time employee, and (iii) continue to vest in her outstanding equity awards, subject to the terms of the Equity Documents (as defined below). The Executive shall not be eligible for any incentive compensation in connection with work performed in 2019. The Executive agrees that she will not earn or be entitled to accrue paid time off during the Transition Period. For the avoidance of doubt, if the Company terminates the Executive's employment for Cause prior to March 31, 2019, the Executive will be entitled to the Accrued Benefit set forth in Section 2, shall immediately cease vesting in her outstanding equity awards, and shall have no further rights to any compensation or benefits from the Company or any of its affiliates. If the

Executive resigns prior to March 31, 2019, then the Transition Period will immediately end, the Executive will be entitled to the Accrued Benefit set forth in Section 2, and, provided the Executive complies with her obligations pursuant to this Agreement (including without limitation her obligations pursuant to the Restrictive Covenant Agreement, as defined below), the Executive will be entitled to the Severance Benefits set forth in Section 3.

(iv) Resignation from Positions. Effective immediately, the Executive hereby resigns as an officer of the Company as well as from any other director or officer positions she holds with any of the Company's subsidiaries or entities affiliated with the Company. The Executive agrees to execute any documents reasonably requested by the Company or any controlled entities in order to effectuate such resignations.

2. **Accrued Benefit**. On the Last Date of Employment (or such later date not to exceed 30 days after the Last Date of Employment with respect to (ii) below), the Executive shall be paid in full for (i) any Base Salary (as defined in the Employment Agreement) earned through the Last Date of Employment, (ii) unpaid expense reimbursements (subject to, and in accordance with, Section 2(c) of the Employment Agreement), and (iii) the number of hours of unused vacation that accrued through the Last Date of Employment.

3. **Severance Benefits**. In exchange for, among other things, the Executive (i) signing, not revoking and complying with the terms of this Separation Agreement, (ii) not being terminated by the Company for Cause prior to March 31, 2019, (iii) providing transition services to the reasonable satisfaction of the Board during the Transition Period, and (iv) within seven (7) days after the Last Date of Employment, executing the Certificate Updating Release of Claims in the form attached as Exhibit A (the "Certificate") (collectively, the "Conditions"):

(i) the Company shall pay the Executive an amount equal to nine (9) months Base Salary (the "Severance Amount"). Notwithstanding the foregoing, if the Executive breaches any of the Continuing Obligations, all payments of the Severance Amount shall immediately cease;

(ii) notwithstanding anything to the contrary in the Company's equity plan(s) (as the same may be amended from time to time) or any applicable option agreement or stock-based award agreement (collectively, the "Equity Documents"), all time-based stock-based awards held by the Executive in which such stock option or other stock-based award would have vested if the Executive had remained employed for an additional nine (9) months following the Last Date of Employment (the "Time-Based Equity Awards") shall vest and become exercisable or nonforfeitable as of the Last Date of Employment; provided that, although vesting will cease as of the Last Date of Employment and the ninety (90) day post-employment exercise period with respect to any vested shares will commence on the Last Date of Employment, the termination of the unvested portion of the Executive's Time-Based Equity Awards that would otherwise occur on the Last Date of Employment will be delayed to the extent necessary to effectuate the terms of this Agreement, and, provided this Separation Agreement has been signed and has become irrevocable, to effectuate the terms of Section 5(a) of the Employment Agreement in the event that a Change in Control (as defined in the Employment Agreement) occurs within three (3) months following the Last Date of Employment; and

(iii) The Company shall pay to the Executive a monthly cash payment for nine (9) months in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company.

The amounts payable under Section 3(i) and (iii) of this Separation Agreement shall be paid out in substantially equal installments in accordance with the Company's payroll practice over nine (9) months; provided that the initial payment shall include a catch-up payment to cover amounts retroactive to the day immediately following the Last Date of Employment. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

If the Executive has signed this Separation Agreement and it has become irrevocable, and within three (3) months after the Last Date of Employment a Change in Control occurs, any benefits payable before the Change in Control will continue to be treated as payable under this Section 3, and any benefits payable after the Change in Control will be paid pursuant to Section 5(a) of the Employment Agreement. In no event may there be duplication of benefits under this Section 3 and Section 5(a) of the Employment Agreement.

4. 2018 Incentive Compensation. In addition to the Severance Benefits set forth above in Section 3, and provided the Executive satisfies the Conditions, the Company shall pay the Executive the greater of (i) the Executive's Target Annual Incentive Compensation for 2018 (as defined in the Employment Agreement), which the Executive agrees is 30% of her Base Salary, or (ii) the incentive compensation that the Executive otherwise would have received for 2018 (in either case, the "2018 Bonus"). The 2018 Bonus shall be paid out in a lump sum when such amount is actually determined and annual bonuses are paid out to the Company's executives for 2018, provided that the 2018 Bonus shall be paid no later than March 15, 2019.

5. General Release. The Executive irrevocably and unconditionally releases and forever discharges the Company, all of its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and the fiduciaries of such plans, and the current and former officers, directors, stockholders, employees, attorneys, accountants, and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown ("Claims") that, as of the date when Executive signs this Separation Agreement, she has, ever had, now claims to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, the complete waiver and release of all Claims of or arising in connection with or for: the Employment Agreement and the Prior Employment Agreement or any other agreement between the Executive and any of the Releasees, including Claims for breach of express or implied contract; wrongful termination of employment whether in contract or tort; intentional, reckless, or negligent infliction of emotional distress; breach of any express or implied covenant of employment, including the covenant of good faith and fair dealing; interference with contractual or advantageous relations, whether prospective or existing; deceit or

misrepresentation; discrimination or retaliation under state, federal, or municipal law, including, without limitation, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., and Chapter 151B of the Massachusetts General Laws; any claim under any state or local statute, rule, ordinance, or regulation, all contract and quasi-contract claims, claims for promissory estoppel or detrimental reliance, claims for wages, bonuses, incentive compensation, and severance allowances or entitlements, all claims for fraud, slander, libel, defamation, disparagement, intentional infliction of emotional distress, personal injury, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever, and all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs, and disbursements; as well as any Claims for alleged wrongful discharge, discrimination or harassment, negligent or intentional infliction of emotional distress, breach of an express or implied contract, promissory estoppel, whistleblower retaliation, other personal injury, fraud or misrepresentation, defamation, invasion of privacy, negligence, retaliation, violation of public policy, or any other unlawful behavior; defamation or damage to reputation; reinstatement; punitive or emotional distress damages; wages, severance pay, vacation pay, back or front pay or other forms of compensation, whether under the Massachusetts Wage Act, M.G.L. c. 149, §§148-150C, or otherwise; and attorney's fees and costs. The Executive understands that this general release of Claims includes, without limitation, any and all Claims related to the Executive's employment by the Company (including without limitation, any Claims against the Company in respect of any stock-based awards of any kind) and the termination of her employment, and all Claims in her capacity as a Company stockholder arising up to and through the date that the Executive enters into this Separation Agreement. Executive understands that this general release does not extend to any rights or Claims that may arise out of acts or events that occur after the date on which the Executive signs this Agreement. Executive represents that she has not assigned to any third party and has not filed with any agency or court any Claim released by this Agreement. This release does not affect the Executive's rights or obligations under this Separation Agreement, nor shall it affect the Executive's rights, if any, to unemployment compensation benefits; to workers' compensation benefits; to continued health insurance benefits under COBRA; to benefits as an optionee or recipient under any Company stock option or stock award plan, subject to Section 3(ii) of this Separation Agreement; or benefits under the Company's 401(k) plan.

6. **Return of Property.** The Executive shall be required to return all Company property, including, without limitation, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships ("Company Property"). By signing below, the Executive acknowledges that all such Company Property has been returned to the Company. The Company acknowledges that the Executive has returned her computer equipment, keys and access cards. After returning all Company Property, the Executive commits to deleting and finally purging any duplicates of files or documents that may contain Company or customer information from any non-Company computer or other device that remains the Executive's property after December 17, 2018.

7. **Communications Regarding Departure.** The Executive has agreed to communicate positively about her employment at the Company as well as her departure, both internally and externally. The Company has agreed to instruct in writing its Board members and members of the Company's executive management team to communicate positively about the Executive's employment at the Company as well as her departure both internally and externally. These obligations shall not in any way affect any person's obligations to provide truthful information as required by law.

8. **Non-Disparagement.** Subject to Section 12 of this Agreement, the Executive agrees not to take any action or make any statements, written or oral, that are disparaging about or adverse to the business interests of the Company or any of its affiliates or its or their products, services or current or former officers, directors, shareholders, employees, managers or agents. For its part, the Company will instruct in writing the members of the Board as well as the Company's executive management team not to take any action or make any statements, whether written or oral, that are disparaging about or adverse to the Executive. These non-disparagement obligations shall not apply to truthful testimony in any legal proceeding.

9. **Continuing Obligations; Termination of Payments; Injunctive Relief.** The Executive acknowledges that her right to the Severance Benefits is conditioned on her compliance with the provisions in Section 7 of the Employment Agreement, including without limitation the Confidentiality and IP Assignment Agreement executed on November 1, 2016, provided that Section 8 of the Confidentiality and IP Assignment Agreement is hereby modified by deleting "provided further that activities associated with those entities set forth on Exhibit B shall not be deemed competitive activities" and replacing it with "provided further that this noncompetition restriction shall only be enforced with respect to business activities that develop, manufacture or market products, or perform any services, that involve or are competitive with ex vivo lentiviral-based gene therapy used or under development by the Company to address disease states that the Company's business activities address as of December 17, 2018." The Confidentiality and IP Assignment Agreement, as modified by this Section 9, is referred to herein as the "Restrictive Covenant Agreement" and is hereby incorporated by reference into this Separation Agreement. Collectively, Section 7 of the Employment Agreement, the Restrictive Covenant Agreement, and Sections 6, 7, and 8 of this Agreement shall be referred to as the "Continuing Obligations." In the event that the Executive materially fails to comply with any of the Continuing Obligations, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to terminate the Severance Benefits. Such termination in the event of a breach by the Executive shall not affect the general release in Section 5 or the Executive's obligation to comply with the Continuing Obligations and shall be in addition to, and not in lieu of, the Company's rights to other legal and equitable remedies that the Company may have. Further, the Executive agrees that it would be difficult to measure any harm caused to the Company that might result from any breach by the Executive of any of the Continuing Obligations and that, in any event, money damages would be an inadequate remedy for any such breach. Accordingly, Executive agrees that if she materially breaches, or makes plans to materially breach, any portion of the Continuing Obligations, the Company shall be entitled, in addition to all other remedies it may have, to an injunction or other appropriate equitable relief to restrain any such breach, without showing or proving any actual damage to the Company and without the necessity of posting a bond. In the event of litigation and/or arbitration associated with an alleged breach of the Continuing Obligations by the Executive, the prevailing party shall be entitled to recover the Company's attorney's fees associated with such litigation and/or arbitration.

10. **Reference.** Within ten (10) days of Executive's execution of this Separation Agreement, assuming no breach and no revocation by Executive, (i) the Company agrees to provide an original of the reference letter attached hereto as Attachment 1, executed by CEO Geoff Mackay, which Executive may use freely in her job search, and (ii) Mr. MacKay will also provide Executive with a LinkedIn recommendation in the form attached as Attachment 2. Mr. MacKay shall post this recommendation on Executive's LinkedIn Profile page within ten (10) days of Executive's execution of this Agreement, assuming no breach and no revocation by Executive, and shall maintain it for an 12-month period.

11. **Unemployment Benefits.** The Company agrees that in response to any request from unemployment authorities for the reason for Executive's separation from employment, the Company will state that Executive's employment was terminated for reasons other than for cause for purposes of unemployment eligibility and will not contest an application for benefits. Nothing in this Agreement shall be construed to affect the Company's obligation to respond truthfully and accurately to any inquiries from the Massachusetts Department of Unemployment Assistance.

12. **Advice of Counsel.** This Separation Agreement is a legally binding document and the Executive's signature will commit the Executive to its terms. The Executive acknowledges that she has been advised to discuss all aspects of this Separation Agreement with her attorney, that she has in fact been represented by counsel, that she has carefully read and fully understands all of the provisions of this Separation Agreement and that the Executive is voluntarily entering into this Separation Agreement.

13. **Protected Disclosures.** Nothing in this Separation Agreement or otherwise limits the Executive's: (i) obligation to testify truthfully in any legal proceeding; (ii) right to file a charge, claim or complaint with any federal agency (such as the Equal Employment Opportunity Commission) or any state or local governmental agency or commission (together, a "Government Agency"); or (iii) ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including her ability to provide documents or other information, without notice to the Company.

14. **Time for Consideration; Effective Date.** The Executive acknowledges that this Separation Agreement replaces the prior proposed agreement provided to the Executive on December 17, 2018. The Executive further acknowledges that she was given more than twenty-one (21) days to consider the December 17, 2018 agreement and that the original twenty-one (21) day period (the "Consideration Period") remains unchanged by the offer of this Separation Agreement in place of the December 17, 2018 agreement. To accept this Agreement, the Executive must return a signed, unmodified original or PDF copy of this Agreement so that it is received by Jennifer Merrigan Fay, Esq. at, Goodwin Procter LLP, 100 Northern Avenue, Boston MA, 02210 (JFay@goodwinlaw.com) on or before the expiration of the Consideration Period on January 9, 2019. If the Executive signs this Agreement prior to January 9, 2019, the Executive acknowledges by signing this Agreement that such decision was entirely voluntary and that she had the opportunity to consider this Agreement for the entire Consideration Period. The Executive and the Company agree that any changes or modifications to this Agreement did not restart the twenty-one (21) day period. For a period of seven (7) business days from the day of

the execution of this Agreement, the Executive shall retain the right to revoke this Agreement by written notice that must be received by Ms. Fay before the end of such revocation period. This Agreement shall become effective on the business day immediately following the expiration of the revocation period (the "Effective Date"), provided that the Executive does not revoke this Agreement during the revocation period. For the avoidance of doubt, if the Executive does not enter into this Agreement, then the Executive's employment will end on the earlier of (i) January 9, 2019 or (ii) the date that the Executive rejects the Agreement, and the Company shall provide the Executive with documentation at that time that will replace this Separation Agreement and Release.

15. **Severability; Validity.** Both parties agree that if any portion or provision of this Separation Agreement or the Continuing Obligations is declared illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, then the parties shall cooperate to replace that portion or provision with one that is legal, valid and enforceable, that effectuates the parties' intent, and that preserves this Separation Agreement as a whole.

16. **Entire Agreement.** This Separation Agreement along with the Continuing Obligations (including the Restrictive Covenant Agreement) constitute the entire agreement between the Executive and the Company concerning the Executive's relationship with the Company, and supersedes and replaces any and all prior agreements and understandings between the Parties concerning the Executive's relationship with the Company except that the following shall remain in full force and effect: the Equity Documents (subject to Section 3(ii) of this Agreement); Section 8 of the Employment Agreement (Arbitration of Disputes) (the "Arbitration Provision"), the Indemnification Agreement dated June 8, 2018 between the Executive and the Company; the definition of "Cause" in Section 3(c) of the Employment Agreement; and Section 5 of the Employment Agreement, to the extent consistent with and incorporated into the terms of this Agreement.

17. **Waiver; Amendment.** No waiver of any provision of this Separation Agreement, including the Continuing Obligations, shall be effective unless made in writing and signed by the waiving party. The failure of either Party to require the performance of any term or obligation of this Separation Agreement or the Continuing Obligations, or the waiver by either Party of any breach of this Separation Agreement or the Continuing Obligations shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. This Agreement may not be modified or amended except in a writing signed by both the Executive and a duly authorized officer of the Company.

18. **Taxes.** The Company shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Separation Agreement and in connection with other compensation matters to the extent that it reasonably and in good faith determines that it is required to make such deductions, withholdings and tax reports. Payments under this Separation Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Separation Agreement shall be construed to require the Company to make any payments to compensate the Executive for any adverse tax effect associated with any payments or benefits made to the Executive in connection with the Executive's employment with the Company.

19. **Acknowledgment of Wage and Other Payments.** The Executive acknowledges and represents that, as of the date of her execution of this Separation Agreement and except as expressly provided in this Separation Agreement, the Executive has been paid all wages, bonuses, compensation, benefits and other amounts that any of the Releasees has ever owed to the Executive. The Executive is not entitled to any bonus, incentive compensation or other compensation except as specifically set forth in this Separation Agreement.

20. **Arbitration.** The Parties agree that the Arbitration Provision of the Employment Agreement shall remain in full force and effect. Notwithstanding the foregoing, the Arbitration Provision shall not preclude either Party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate, including without limitation with respect to the breach of the Executive's Continuing Obligations; provided that any other relief shall be pursued through an arbitration proceeding pursuant to the Arbitration Provision.

21. **Governing Law; Interpretation.** This Separation Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. In the event of any dispute, this Separation Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Party or the "drafter" of all or any portion of this Separation Agreement.

22. **Counterparts.** This Separation Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile, electronic, electronically-transmitted and pdf signatures shall be deemed to be of equal force and effect as originals.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Separation Agreement on the date(s) indicated below.

COMPANY:

AVROBIO, INC.
a Delaware corporation

By: /s/ Geoff MacKay
Name: Geoff MacKay
Title: Chief Executive Officer

Date: 1/10/2019

EXECUTIVE:

By: /s/ Nerissa Kreher
Name: Nerissa Kreher

Date: 09 January 2019

EXHIBIT A

CERTIFICATE UPDATING RELEASE OF CLAIMS

