

---

---

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

---

## SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. )\*

---

### AVROBIO, INC.

(Name of Issuer)

Common Stock, par value \$0.0001 per share  
(Title of Class of Securities)

05455M 10 0  
(CUSIP Number)

**Brent Faduski**  
**SV Health Investors, LLC**  
**One Boston Place**  
**201 Washington Street, Suite 3900**  
**Boston, MA 02108**  
**(617) 367-8100**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**January 16, 2019**  
(Date of Event Which Requires Filing of This Statement)

---

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

---

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

---

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

---

---

1	NAME OF REPORTING PERSON SVLSF VI, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,930,704
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,930,704
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,930,704	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.1%(1)	
14	TYPE OF REPORTING PERSON OO	

(1) Percentage calculated using a denominator of 23,955,870 shares of Common Stock of Issuer as of November 8, 2018.

1	NAME OF REPORTING PERSON SV Life Sciences Fund VI, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,866,791
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,866,791
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,866,791	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.8%(1)	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON SV Life Sciences Fund VI Strategic Partners, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 63,913
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 63,913
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 63,913	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%(1)	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON SV Life Sciences Fund VI (GP), L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,930,704
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,930,704
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,930,704	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.1%(1)	
14	TYPE OF REPORTING PERSON PN	

The following constitutes the Schedule 13D filed by the undersigned (the "Schedule 13D").

Item 1. Security and Issuer.

This statement relates to the Common Stock, par value \$0.0001 per share (the "Common Stock"), of AVROBIO, Inc. (the "Issuer"). The address of the principal executive offices of the Issuer is One Kendall Square, Building 300, Suite 201, Cambridge, MA 02139.

Item 2. Identity and Background.

(a) This statement is filed by: (i) SV Life Sciences Fund VI, L.P. a Delaware limited partnership ("SVLS VI LP") and SV Life Sciences Fund VI Strategic Partners, L.P. a Delaware limited partnership ("Strategic Partners" and together with SVLS VI LP, the "Funds"), each direct owners of the shares of Common Stock of the Issuer (together, the "Shares"); (ii) SV Life Sciences Fund VI (GP), L.P., a Delaware limited partnership ("SVLS VI GP") and general partner of SVLS VI LP and Strategic Partners; and (iii) SVLSF VI, LLC, a Delaware limited liability company and general partner of SVLS VI GP. Each of SVLS VI LP, Strategic Partners, SVLS VI GP and SVLSF VI, LLC are sometimes individually referred to herein as a "Reporting Person" and collectively as the "Reporting Persons."

(b) The principal business address of the Reporting Persons is c/o SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108. The principal business address of any person or entity listed on Schedule A annexed hereto is set forth on Schedule A annexed hereto.

(c) The principal business of the Reporting Persons is international healthcare and life sciences venture capital investments. SVLS VI LP and Strategic Partners are private venture capital funds. SVLS VI GP is the general partner of SVLS VI LP and Strategic Partners. SVLSF VI, LLC is the general partner of SVLS VI GP. The principal business of the persons or entities listed on Schedule A annexed hereto is listed on Schedule A annexed hereto.

(d) No Reporting Person nor any person or entity listed on Schedule A annexed hereto has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person nor any person or entity listed on Schedule A annexed hereto has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of the individuals listed on Schedule A annexed hereto are citizens of the country set forth on Schedule A annexed hereto. Each of the Reporting Persons are organized under the laws of the State of Delaware.

Item 3. Source and Amount of Funds or Other Consideration.

On June 25, 2018, SVLS VI LP acquired 2,645,454 shares of Common Stock and Strategic Partners acquired 90,573 shares of Common Stock, each in connection with the closing of the Issuer's initial public offering (the "IPO") pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended (the "Registration Statement") and a related corporate reorganization, whereby (i) all Series A Preferred Stock held by SVLS VI LP converted into 2,207,843 shares of Common Stock, (ii) all Series B Preferred Stock held by SVLS VI LP converted into 437,611 shares of Common Stock, (iii) all Series A Preferred Stock held by Strategic Partners converted into 75,590 shares of Common Stock, and (iv) all Series B Preferred Stock held by Strategic Partners converted into 14,983 shares of Common Stock. SVLS VI LP and Strategic acquired the preferred shares (the "Pre-Conversion Shares") prior to the filing of the Registration Statement using proceeds from capital calls by SVLS VI LP and Strategic Partners from their limited partners (i.e., working capital) for an aggregate purchase price of approximately \$11.5 million. After a January 16, 2019 distribution of 778,663 and 26,660 shares of Common Stock, respectively, SVLS VI LP holds a total of 1,866,791 shares of the Issuer's Common Stock and Strategic Partners holds a total of 63,913 shares of the Issuer's Common Stock.

Item 4. Purpose of Transaction.

The Reporting Persons acquired the Shares prior to and in connection with the initial public offering of the Company's Common Stock. The Reporting Persons believe that the Company is an attractive investment opportunity. Depending upon overall market conditions, other investment opportunities available to the Reporting Persons, and the availability of Shares at prices that would make the purchase or sale of Shares desirable, the Reporting Persons may endeavor to increase or decrease their respective positions in the Issuer through, among other things, the purchase or sale of Shares on the open market or in private transactions or otherwise, on such terms and at such times as the Reporting Persons may deem advisable.

No Reporting Person has any present plan or proposal which would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D except as set forth herein or such as would occur upon completion of any of the actions discussed herein. The Reporting Persons intend to review their respective investments in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and investment strategy, the price levels of the Shares, conditions in the securities markets and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their respective investments in the Issuer as they deem appropriate including, without limitation, communicating with stockholders, management and the Board of Directors of the Issuer, engaging in discussions with third parties about the Issuer and the Reporting Persons' investment, making proposals to the Issuer concerning changes to the capitalization, ownership structure, board structure (including seeking board representation), or operations of the Issuer, purchasing additional Shares, selling some or all of their Shares, engaging in short selling of or any hedging or similar transaction with respect to the Shares, or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer.

(a) The aggregate percentage of Shares reported owned by each person named herein is based upon 23,955,870 shares of Common Stock outstanding, which is the total number of shares of Common Stock outstanding as of November 8, 2018 according to the Issuer's most recent Quarterly Report on Form 10-Q.

As of the close of business on January 16, 2019, the Funds, SVLS VI GP and SVLS VI, LLC may each be deemed to beneficially own, in the aggregate, 1,930,704 shares of Common Stock, constituting approximately 8.1% of the Common Stock outstanding.

As of the close of business on January 16, 2019, SVLS VI LP owned directly 1,866,791 shares of Common Stock, constituting approximately 7.8% of the Common Stock outstanding.

As of the close of business on January 16, 2019, Strategic Partners owned directly 63,913 shares of Common Stock, constituting approximately 0.3% of the Common Stock outstanding.

SVLS VI LP and Strategic Partners (each a "Fund", or collectively the "Funds") may be deemed to beneficially own the shares held by each other Fund because of certain contractual relationships among the Funds and their affiliates. The Funds disclaim beneficial ownership of shares held by any other Fund except to the extent of any pecuniary interest therein.

SVLS VI GP, the general partner of SVLS VI LP and Strategic Partners, may be deemed to beneficially own the shares held by SVLS VI LP and Strategic Partners. SVLS VI GP disclaims beneficial ownership of shares held by SVLS VI LP and Strategic Partners except to the extent of any pecuniary interest therein.

SVLSF VI, LLC, the general partner of SVLS VI GP, may be deemed to beneficially own the shares held by SVLS VI LP and Strategic Partners. SVLSF VI, LLC disclaims beneficial ownership of shares held by SVLS VI LP and Strategic Partners except to the extent of any pecuniary interest therein.

(b) Each of SVLS VI LP and Strategic Partners have sole power to vote and dispose of the Shares they own directly.

Each of SVLS VI GP and SVLSF VI, LLC may be deemed to have sole power to vote and dispose of the Shares reported in this Schedule 13D owned directly by SVLS VI LP.

Each of SVLS VI GP and SVLSF VI, LLC may be deemed to have sole power to vote and dispose of the Shares reported in this Schedule 13D owned directly by Strategic Partners.

(c) Item 3 and Item 6 of this Schedule 13D describe all transactions in the Shares of the Issuer effected during the past sixty days by the Reporting Persons and are incorporated herein by reference. Except as set forth in such Items, none of the Reporting Persons, nor, to the best knowledge of the Reporting Persons, without independent verification, any persons named in Item 2 hereof, has effected any transaction in the Common Stock during the past 60 days.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the Reporting Persons have entered into an agreement with respect to the joint filing of this statement, and any amendment or amendments thereto.

Item 3 of this Schedule 13D describes the pre-conversion equity owned by the Reporting Persons and is incorporated herein by reference.

Joshua Resnick, M.D. (“Resnick”), a former Partner at SV Health Investors, served as a member of the Board of Directors of the Issuer from July, 2016 to September, 2018, and, accordingly, the Reporting Persons may have had the ability to affect and influence control of the Issuer. From time to time, Resnick may have received stock options or other awards of equity-based compensation pursuant to the Issuer’s compensation arrangements for non-employee directors. Pursuant to an agreement with the Reporting Persons, Resnick was obligated to transfer any securities issued under any such stock options or other awards, or the economic benefit thereof, to the Reporting Persons, which would in turn ensure that such securities or economic benefits were provided to the Reporting Persons.

In connection with the IPO, the Funds entered into a lock-up agreement, pursuant to which they agreed, subject to certain exceptions, not to sell, transfer or otherwise convey any of the Issuer’s securities held by them for a period of 180 days following the date of the IPO (the “Restricted Period”). The Restricted Period ended December 17, 2018.

The Funds and certain other persons are parties to a registration rights agreement with the Issuer (the “Registration Rights Agreement”), which provides for certain registration rights. Beginning 180 days after the IPO, subject to certain limitations, the Funds and other signatory stockholders have the right to request the Issuer to prepare, file and maintain up to two registration statements covering the sale of such shares of Common Stock. If the Issuer is eligible to file a registration statement on Form S-3, subject to certain limitations, the Funds and other signatory stockholders have the right to request the Issuer to prepare, file and maintain up to two registrations in any twelve-month period covering the sale of such shares of Common Stock. Additionally, the Funds and other signatory stockholders have “piggyback” registration rights to include these shares of Common Stock in future registration statements that the Issuer may initiate, subject to certain conditions and limitations (including customary cut-back rights). Under the Registration Rights Agreement, the Issuer will pay all expenses relating to such registrations. The Registration Rights Agreement contains customary cross-indemnification provisions, under which the Issuer is obligated to indemnify the Funds and other signatory stockholders in the event of material misstatements or omissions in the registration statement attributable to the Issuer, and the Funds and other signatory stockholders are obligated to indemnify the Issuer for material misstatements or omissions attributable to them.

Except as set forth herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

99.1 Joint Filing Agreement by and among SV Life Sciences Fund VI, L.P., SV Life Sciences Fund VI Strategic Partners, L.P., SV Life Sciences Fund VI (GP), L.P. and SVLSF VI, LLC, dated January 25, 2019.\*

99.2 Lock-Up Agreement.\*

\* Filed Herewith

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 25, 2019

SVLSF VI, LLC

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

SV LIFE SCIENCES FUND VI (GP), L.P.

By: SVLSF VI, LLC, its General Partner

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

SV LIFE SCIENCES FUND VI, L.P.

By: SV Life Sciences Fund VI (GP), L.P., its General Partner

By: SVLSF VI, LLC, its General Partner

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

SV LIFE SCIENCES FUND VI STRATEGIC PARTNERS, L.P.

By: SV Life Sciences Fund VI (GP), L.P., its General Partner

By: SVLSF VI, LLC, its General Partner

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

SCHEDULE A

Information regarding members of the investment committee of SVLSF VI, LLC

<u>Name</u>	<u>Residence or Business Address</u>	<u>Present principal Occupation or Employment; Principal business of Employer</u>	<u>Name of Employer and Address where Employment is Conducted</u>	<u>Citizenship</u>
Kate Bingham	c/o SV Health Investors, 71 Kingsway, London WC2B 6ST United Kingdom	Managing Partner; International life sciences venture capital investments	SV Health Investors, 71 Kingsway, London WC2B 6ST United Kingdom	United Kingdom
Eugene Hill	c/o SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	Managing Partner; International life sciences venture capital investments	SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	USA
Thomas Flynn	c/o SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	Managing Partner; International life sciences venture capital investments	SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	USA
Michael Ross	c/o SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	Managing Partner; International life sciences venture capital investments	SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	USA
Paul LaViolette	c/o SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	Managing Partner; International life sciences venture capital investments	SV Health Investors, One Boston Place, 201 Washington Street, Suite 3900, Boston, MA 02108	USA

**JOINT FILING AGREEMENT**

In accordance with Rule 16a-3(j) and Rule 13d-1(k)(1) and under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of Forms 3, 4, 5 and Schedules 13D and 13G (including any and all amendments thereto) with respect to the Common Stock, par value \$0.0001 per share, of AVROBIO, Inc. and further agree that this Joint Filing Agreement shall be included as an exhibit to such joint filings.

The undersigned further agree that each party hereto is responsible for the timely filing of such Forms 3, 4, 5 and Schedules 13D and 13G and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein; provided that no party is responsible for the completeness or accuracy of the information concerning any other filing party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute one agreement.

In evidence thereof, the undersigned, being duly authorized, hereby execute this Joint Filing Agreement as of January 25, 2019.

SVLSF VI, LLC

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

SV LIFE SCIENCES FUND VI (GP), L.P.

By: SVLSF VI, LLC, its General Partner

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

SV LIFE SCIENCES FUND VI, L.P.

By: SV Life Sciences Fund VI (GP), L.P., its General Partner

By: SVLSF VI, LLC, its General Partner

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

SV LIFE SCIENCES FUND VI STRATEGIC PARTNERS,  
L.P.

By: SV Life Sciences Fund VI (GP), L.P., its General Partner

By: SVLSF VI, LLC, its General Partner

By: /s/ Brent M. Faduski

Name: Brent M. Faduski

Title: Officer

\_\_\_\_\_, 2018

Morgan Stanley & Co. LLC  
Cowen and Company, LLC  
as Representatives of the several Underwriters

c/o Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

c/o Cowen and Company, LLC  
599 Lexington Avenue, 27th Floor  
New York, New York 10022

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC and Cowen and Company, LLC, as representatives (the “**Representatives**”) of the several underwriters (the “**Underwriters**”), proposes to enter into an underwriting agreement (the “**Underwriting Agreement**”) with AVROBIO, Inc., a Delaware corporation (the “**Company**”), providing for the public offering (the “**Public Offering**”) by the Underwriters, including the Representatives, of shares (the “**Shares**”) of the common stock, par value \$0.0001 per share, of the Company (the “**Common Stock**”).

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of each of the Representatives on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus relating to the Public Offering (the “**Restricted Period**”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)), by the undersigned or any other securities so owned that are convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of shares of Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to:

(a) transactions relating to shares of Common Stock or other securities acquired in the Public Offering (other than, if the undersigned is an officer or director of the Company, any issuer-directed shares of Common Stock purchased in the Public Offering by such officer or director of the Company) or in open market transactions after the completion of the Public Offering;

- (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift;
- (c) distributions of shares of Common Stock or any security convertible into Common Stock to limited partners or stockholders of the undersigned;
- (d) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that such plan does not provide for the transfer of shares of Common Stock during the Restricted Period;
- (e) transfers or dispositions of shares of Common Stock or other securities to any member of the immediate family of the undersigned or any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned in a transaction not involving a disposition for value;
- (f) transfers or dispositions of shares of Common Stock or other securities to any corporation, partnership, limited liability company or other entity controlled or managed by the undersigned; including, for the avoidance of doubt, transfers or distributions of shares of Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock to a 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 as the undersigned or who shares a common investment advisor with the undersigned, in a transaction not involving a disposition for value;
- (g) transfers or dispositions of shares for Common Stock or other securities (x) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned upon the death of the undersigned, or (y) by operation of law pursuant to a domestic order or negotiated divorce settlement;
- (h) transfers or dispositions of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock to the Company pursuant to any contractual arrangement in effect prior to the date hereof and disclosed to the Representatives that provides for the repurchase of the undersigned's Common Stock or other securities by the Company or in connection with the termination of the undersigned's employment with or service to the Company, *provided* that the repurchase price for any such shares of Common Stock or other securities shall not exceed the original purchase price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization) paid by the undersigned to the Company for such shares or securities, and, *provided further* that any public announcement or public filing under Section 16(a) of the Exchange Act required to be made during the Restricted Period in connection with such transfer or disposition shall clearly indicate in the footnotes thereto or comments section thereof that such transfer or disposition was made solely to the Company pursuant to the circumstances described in this clause (h);

(i) the conversion of any convertible preferred stock described in the Prospectus and outstanding as of the date of the Prospectus into, or the exercise of any option or warrant described in the Prospectus and outstanding as of the date of the Prospectus for, shares of Common Stock, *provided* that any such shares of Common Stock received by the undersigned shall be subject to the terms of this letter; *provided, further*, that any public filing or public announcement under Section 16(a) of the Exchange Act required during the Restricted Period in connection with the conversion of such preferred stock or the exercise of such stock option or warrant shall clearly indicate in the footnotes thereto or comments section thereof that the filing relates to the conversion of preferred stock or the exercise of a stock option or warrant, as the case may be, that no shares of Common Stock were sold by the reporting person and that the shares of Common Stock received upon exercise of the stock option or warrant are subject to a lock-up agreement with the Underwriters of the Public Offering;

(j) transfers or dispositions of title to (but not beneficial ownership of) shares of Common Stock or other securities to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under any of the foregoing clauses; *provided* that any such shares of Common Stock or other securities shall remain subject to the terms of this letter; or

(k) transfers or dispositions of shares of Common Stock or such other securities pursuant to a bona fide tender offer for shares of the Company's capital stock, merger, consolidation or other similar transaction made to all holders of the Company's securities involving a Change of Control (as defined below) of the Company (including without limitation, the entering into of any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of shares of Common Stock or other securities in connection with such transaction) that has been approved by the board of directors of the Company, provided that, in the event that such Change of Control transaction is not consummated, this clause (k) shall not be applicable and the undersigned's shares and other securities shall remain subject to the restrictions contained in this letter;

*provided* that, in the case of any transfer or distribution pursuant to clauses (b), (c), (e), (f) or (g), each transferee or distributee shall sign and deliver to each of the Representatives a lock-up letter substantially in the form of this letter; *provided further* that in the case of any transfer or distribution pursuant to clauses (a), (b), (c), (d), (e), (f), (g), or (j), no public announcement or public filing under Section 16(a) of the Exchange Act relating to such transfer or distribution shall be required or shall be voluntarily made during the Restricted Period.

For purposes of this letter, "**immediate family**" shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin, and "**Change of Control**" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transactions or a series of related transactions, to a person or group of affiliated persons (other than an Underwriter pursuant to the Public Offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold at least 90% of the outstanding voting securities of the Company (or the surviving entity), provided that, for the avoidance of doubt, the Public Offering shall not constitute a Change of Control.

In addition, the undersigned agrees that, without the prior written consent of each of the Representatives on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed shares of Common Stock the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company, (i) each of the Representatives agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of Common Stock, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed or will agree in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

In the event that a release is granted to any Major Holder (as defined below) other than the undersigned relating to the lock-up restrictions set forth above for shares of the Company's Common Stock (a **"Discretionary Release"**), the same pro rata percentage of shares of the Company's Common Stock held by the undersigned (the **"Pro-rata Release"**) shall be immediately released from the lock-up restrictions set forth herein, on the same terms and conditions and subject to the same restrictions applicable to such Discretionary Release; *provided, however*, that such Pro-rata Release shall not be required in connection with any Discretionary Release (a) granted to any individual party by the Representatives in an amount less than or equal to 1% of the Company's total outstanding stock; (b) granted in connection with any underwritten primary or secondary public offering (an **"Underwritten Sale"**) of the Company's Common Stock during the Restricted Period, *provided, however*, that the undersigned is offered the opportunity to participate on a pro rata basis with and otherwise on the same terms as any other equity holders in such Underwritten Sale; or (c) granted upon a determination by the Representatives in their sole judgment that a record or beneficial owner of any shares of Common Stock or other securities should be granted an early Discretionary Release due to circumstances of an emergency or hardship. In the event that the undersigned is released from any of its obligations under this letter during the Restricted Period, the Representatives shall use their commercially reasonable efforts to provide notification of such to the undersigned within three business days thereof; *provided* that the failure to provide such notice shall not give rise to any claim or liability against the Representatives or the Underwriters. For purposes of this letter, **"Major Holder"** means any stockholder who beneficially owns (as such term is used in Rule 13d-3 of the Exchange Act), as of immediately prior to the consummation of the Public Offering, more than 5% of the outstanding shares of Common Stock, calculated on an as-converted, fully-diluted basis; *provided* that, for purposes of determining the beneficial ownership of a stockholder, all shares of Common Stock beneficially owned by investment funds affiliated with such stockholder shall be aggregated.

The undersigned understands that the Company and the Underwriters are relying upon this letter in proceeding toward consummation of the Public Offering. The undersigned further understands that this letter is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

The undersigned understands that, if (i) the Representatives, on the one hand, or the Company, on the other hand, informs the other in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (ii) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the securities to be sold thereunder, (iii) the registration statement related to the Public Offering is withdrawn prior to execution of the Underwriting Agreement or (iv) the Underwriting Agreement is not executed on or before September 30, 2018 (which date may be extended for an additional three months by the Company upon written notice to the undersigned), then, in each case, this letter shall automatically, and without any action on the part of any other party, be of no further force and effect, and the undersigned shall be automatically released from all obligations under this letter.

Very truly yours,

**SV Life Sciences Fund VI, L.P.**

By: SV Life Sciences Fund VI (GP), L.P., its sole General Partner

By: SVLSF VI, LLC, its sole general partner

By: /s/ Denise W. Marks

Name: Denise W. Marks

Title: SVLSF VI, LLC, Member

**SV Life Sciences Fund VI Strategic Partners, L.P.**

By: SV Life Sciences Fund VI (GP), L.P., its sole General Partner

By: SVLSF VI, LLC, its sole general partner

By: /s/ Denise W. Marks

Name: Denise W. Marks

Title: SVLSF VI, LLC, Member