
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Evelo Biosciences, Inc.

(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

299734103
(CUSIP Number)

Noubar B. Afeyan, Ph.D.
Flagship Pioneering Inc.
55 Cambridge Parkway, Suite 800E
Cambridge, MA 02142
(617) 868-1888

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

June 29, 2020

(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 Section 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, as amended ("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).

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|--|--|-------------------------------------|
| 1. | Names of Reporting Persons. Flagship VentureLabs IV LLC | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 684,372 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 684,372 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 684,372 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 1.5% | |
| 14. | Type of Reporting Person (See Instructions) OO | |

| | | |
|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship Ventures Fund IV, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 3,854,541 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 3,854,541 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 3,854,541 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 8.4% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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|--|--|-------------------------------------|
| 1. | Names of Reporting Persons. Flagship Ventures Fund IV-Rx, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 782,244 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 782,244 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 782,244 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 1.7% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship Ventures Fund IV General Partner LLC | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 4,636,785 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 4,636,785 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 4,636,785 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 10.1% | |
| 14. | Type of Reporting Person (See Instructions) OO | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship VentureLabs V LLC | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 2,645,637 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 2,645,637 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 2,645,637 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 5.7% | |
| 14. | Type of Reporting Person (See Instructions) OO | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship VentureLabs V Manager LLC | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 2,645,637 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 2,645,637 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 2,645,637 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 5.7% | |
| 14. | Type of Reporting Person (See Instructions) OO | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship Pioneering, Inc. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 2,645,637 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 2,645,637 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 2,645,637 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 5.7% | |
| 14. | Type of Reporting Person (See Instructions) CO | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship Ventures Fund V, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 4,201,284 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 4,201,284 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 4,201,284 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 9.1% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship V VentureLabs Rx Fund, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 1,609,871 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 1,609,871 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 1,609,871 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 3.5% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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|--|--|-------------------------------------|
| 1. | Names of Reporting Persons. Nutritional Health Side Fund, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 795,950 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 795,950 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 795,950 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 1.7% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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| 1. | Names of Reporting Persons. Nutritional Health Disruptive Innovation Fund, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 3,598,177 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 3,598,177 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 3,598,177 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 7.8% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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| 1. | Names of Reporting Persons. Flagship Ventures Fund V General Partner LLC | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 10,205,282 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 10,205,282 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 10,205,282 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 22.1% | |
| 14. | Type of Reporting Person (See Instructions) OO | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship Ventures Opportunities Fund I, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 4,079,032 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 4,079,032 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 4,079,032 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 8.8% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Flagship Ventures Opportunities Fund I General Partner LLC | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 4,079,032 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 4,079,032 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 4,079,032 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 8.8% | |
| 14. | Type of Reporting Person (See Instructions) OO | |

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|--|--|---------------------------------------|
| 1. | Names of Reporting Persons. Nutritional Health LTP Fund, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) WC | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 1,333,333 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 1,333,333 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 1,333,333 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 2.9% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

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| 1. | Names of Reporting Persons. Nutritional Health LTP General Partner LLC | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 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 0 |
| | 8. | Shared Voting Power 1,333,333 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 1,333,333 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 1,333,333 | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 2.9% | |
| 14. | Type of Reporting Person (See Instructions) OO | |

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|---|--|--|
| 1. | Names of Reporting Persons. Noubar B. Afeyan, Ph.D. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or Place of Organization United States of America | |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power 15,690 (1) |
| | 8. | Shared Voting Power 22,900,069 |
| | 9. | Sole Dispositive Power 15,690 (1) |
| | 10. | Shared Dispositive Power 22,900,069 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 22,915,759 (1) | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 49.7% | |
| 14. | Type of Reporting Person (See Instructions) IN | |

(1) Includes options to purchase 15,690 shares of Common Stock that are exercisable within 60 days of the date hereof.

Item 1. Security and Issuer

This Amendment No. 1 (this “Amendment”) amends and supplements the Schedule 13D (the “Schedule 13D”) filed by the Reporting Persons (as defined below) on May 21, 2018 with respect to the shares of common stock, \$0.001 par value per share (“Common Stock”), of Evelo Biosciences, Inc. (the “Issuer”). Except as specifically provided herein, this Amendment does not modify any of the information previously reported in the Schedule 13D.

Item 2. Identity and Background

Item 2 of the Schedule 13D is hereby amended and restated as follows:

This Schedule 13D is being filed by the following persons (each a “Reporting Person”):

- i. Flagship VentureLabs IV LLC, a Delaware limited liability company (“VentureLabs IV”). The manager of VentureLabs IV is Flagship Ventures Fund IV, L.P., a Delaware limited partnership (“Flagship Fund IV”).
- ii. Flagship Fund IV. The general partner of Flagship Fund IV is Flagship Ventures Fund IV General Partner LLC (“Flagship Fund IV GP”).
- iii. Flagship Ventures Fund IV-Rx, L.P., a Delaware limited partnership (“Flagship Fund IV-Rx,” and together with VentureLabs IV and Flagship Fund IV, the “Flagship Fund IV Funds”). Flagship Fund IV GP is the general partner of Flagship Fund IV-Rx.
- iv. Flagship Fund IV GP. Noubar B. Afeyan, Ph.D. (“Dr. Afeyan”) is the sole manager of Flagship IV GP.
- v. Flagship VentureLabs V, LLC, a Delaware limited liability company (“VentureLabs V”). The manager of VentureLabs V is Flagship VentureLabs V Manager LLC, a Delaware limited liability company (“VentureLabs V Manager”).
- vi. VentureLabs V Manager. The manager of VentureLabs V Manager is Flagship Pioneering, Inc. (“Pioneering”), a Delaware corporation.
- vii. Pioneering. Dr. Afeyan is the sole director of Pioneering.
- viii. Flagship Fund V. The general partner of Flagship Fund V is Flagship Ventures Fund V General Partner LLC, a Delaware limited liability company (“Flagship Fund V GP”).
- ix. Flagship V VentureLabs Rx Fund, L.P., a Delaware limited partnership (“VentureLabs Rx V”). Flagship Fund V GP is the general partner of VentureLabs Rx V.
- x. Nutritional Health Side Fund, L.P., a Delaware limited partnership (“Nutritional Health Side Fund”). Flagship Fund V GP is the general partner of Nutritional Health Side Fund.
- xi. Nutritional Health Disruptive Innovation Fund, L.P., a Delaware limited partnership (“Nutritional Innovation Fund,” and together with VentureLabs V, Flagship Fund V, VentureLabs Rx V and Nutritional Health Side Fund, the “Flagship Fund V Funds”). Flagship Fund V GP is the general partner of Nutritional Innovation Fund.
- xii. Flagship Fund V GP. Dr. Afeyan is the managing member of Flagship Fund V GP.
- xiii. Flagship Ventures Opportunities Fund I, L.P., a Delaware limited partnership (“Flagship Opportunities I”). The general partner of Flagship Opportunities I is Flagship Ventures Opportunities Fund I General Partner LLC, a Delaware limited liability company (“Flagship Opportunities GP”).
- xiv. Flagship Opportunities GP. Dr. Afeyan is the managing member of Flagship Opportunities GP.
- xv. Nutritional Health LTP Fund, L.P., a Delaware limited partnership (“Nutritional LTP,” and, together with the Flagship Fund IV Funds, VentureLabs V, the Flagship Fund V Funds and Flagship Opportunities I, the “Flagship Funds”). The general partner of Nutritional LTP is Nutritional Health LTP General Partner LLC, a Delaware limited liability company (“Nutritional LTP GP”).
- xvi. Nutritional LTP GP. Dr. Afeyan is the sole member and manager of Nutritional LTP GP.
- xvii. Dr. Afeyan, a citizen of the United States of America.

Effective May 11, 2020, Edwin M. Kania, Jr. retired from both Pioneering and as a manager of Flagship Fund IV GP.

The principal business of each Reporting Person is the venture capital investment business. The principal business address of each Reporting Person is 55 Cambridge Parkway, Suite 800E, Cambridge, Massachusetts 02142.

During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, none of the Reporting Persons has been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are 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.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended to include the following:

The information set forth in Item 4 below is incorporated by reference in its entirety into this Item 3.

Item 4. Purpose of Transaction

Item 4 is hereby amended and restated as follows:

The Reporting Persons acquired the shares of Common Stock set forth in Item 5 and hold their shares of Common Stock for investment purposes. Subject to a number of factors, including market conditions and their general investment and trading policies, the Reporting Persons may, in the ordinary course of their business, dispose of the shares of Common Stock that they beneficially own. These dispositions may occur in open market transactions, privately negotiated transactions or through other methods. Additionally, the Flagship Funds may distribute the shares of Common Stock that they directly hold to their respective limited partners.

David R. Epstein, who is an Executive Partner at Flagship Pioneering, an affiliate of the Reporting Persons, is chairman of the board of directors of the Issuer. Theo Melas-Kyriazi, who is an Executive Partner at Flagship Pioneering, is a director of the Issuer. The Reporting Persons, either directly or indirectly through Mr. Epstein and Mr. Melas-Kyriazi, may engage in discussions from time to time with the Issuer's board of directors, the Issuer's management or the Issuer's other stockholders. These discussions may be with respect to (i) acquiring or disposing shares of Common Stock or other securities of the Issuer (collectively, the "Securities"); (ii) maintaining or changing the Issuer's business, operations, governance, management, strategy or capitalization; or (iii) implementing transactions that may relate to or may result in any matter set forth in paragraphs (a) through (j) of Item 4 of Schedule 13D. Additionally, the Reporting Persons may acquire additional Securities through open market transactions, privately negotiated transactions or other methods.

The information set forth in Item 6 below is incorporated by reference in its entirety into this Item 4.

On June 29, 2020, Flagship Fund IV, Flagship Fund IV-Rx, Flagship Opportunities I and Nutritional LTP purchased an additional 1,333,333 shares, 333,333 shares, 1,666,667 shares and 1,333,333 shares, respectively, of the Issuer's Common Stock in an underwritten public offering (the "June 2020 Public Offering") at a price per share of \$3.75.

Item 5. Interest in Securities of the Issuer

Item 5(a)-(b) is hereby amended and restated as follows:

(a)-(b) The information set forth in rows 7 through 13 of the cover pages to this Schedule 13D is incorporated by reference. The percentage set forth in row 13 is based on 46,121,208 outstanding shares of Common Stock immediately following the Issuer's initial public offering, as reported in the Issuer's prospectus filed on June 25, 2020.

VentureLabs IV, Flagship Fund IV, and Flagship Fund IV-Rx directly hold 684,372 shares, 3,170,169 shares and 782,244 shares of Common Stock, respectively. Flagship Fund IV, as the manager of VentureLabs IV, may be deemed to beneficially own the shares directly held by VentureLabs IV. Flagship Fund IV GP, as the general partner of the Flagship Fund IV Funds, may be deemed to beneficially own the shares directly held by the Flagship Fund IV Funds.

VentureLabs V directly holds 2,645,637 shares of Common Stock. VentureLabs V Manager, as the manager of VentureLabs V, and Pioneering, as the manager of VentureLabs V Manager, may be deemed to beneficially own the shares directly held by VentureLabs V.

Flagship Fund V, VentureLabs Rx V, Nutritional Health Side Fund, and Nutritional Innovation Fund directly hold 4,201,284 shares, 1,609,871 shares, 795,950 shares, and 3,598,177 shares of Common Stock, respectively. Flagship Fund V GP, as the general partner of the Flagship Fund V Funds, may be deemed to beneficially own the shares directly held by the Flagship Fund V Funds.

Flagship Opportunities I directly holds 4,079,032 shares of Common Stock. Flagship Opportunities GP, as the general partner of Flagship Opportunities I, may be deemed to beneficially own the shares directly held by Flagship Opportunities I.

Nutritional LTP directly holds 1,333,333 shares of Common Stock. Nutritional LTP GP, as the general partner of Nutritional LTP, may be deemed to beneficially own the shares directly held by Nutritional LTP.

Dr. Afeyan, as the sole manager of Flagship Fund IV GP, Flagship Fund V GP, Flagship Opportunities GP and Nutritional LTP GP and as the sole director of Pioneering, may be deemed to beneficially own the shares directly held by the Flagship Funds.

Item 5(c) is hereby amended to include the following:

(c) On June 29, 2020, Flagship Fund IV, Flagship Fund IV-Rx, Flagship Opportunities I and Nutritional LTP purchased an additional 1,333,333 shares, 333,333 shares, 1,666,667 shares and 1,333,333 shares, respectively, of the Issuer's Common Stock in connection with the June 2020 public offering. The purchase price was \$3.75 per share.

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

Item 6 is hereby amended to include the following:

Lock-Up Agreement

In connection with the June 2020 public offering, the Flagship Funds entered into a lock-up agreement (the "Lock-Up Agreement") with Morgan Stanley & Co., LLC and Cowen and Company, LLC. Pursuant to the terms of the Lock-Up Agreement, the Flagship Funds have agreed, with certain exceptions, during the period ending 90 days after June 25, 2020, not to directly or indirectly, offer, sell, pledge, contract to sell (including any short sale), grant any option to purchase or otherwise transfer or dispose of any shares of our common stock (including, without limitation, shares of common stock which may be deemed to be beneficially owned currently or hereafter in accordance with the rules and regulations of the SEC, shares of common stock which may be issued upon exercise of a stock option or warrant and any other security convertible into or exchangeable for common stock), enter into any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any security (other than a broad-based market basket or index) that includes, relates to or derives any significant part of its value from our common stock, or publicly announce any intention to do so.

Item 7. Material to be Filed as Exhibits

- Exhibit 1 Joint Filing Agreement (filed herewith)
- Exhibit 2 Lock-Up Agreement (filed herewith)

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 1, 2020

FLAGSHIP VENTURELABS IV LLC

By: Flagship Ventures Fund IV, L.P.

By: Flagship Ventures Fund IV General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND IV, L.P.

By: Flagship Ventures Fund IV General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND IV-RX, L.P.

By: Flagship Ventures Fund IV General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND IV GENERAL PARTNER
LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURELABS V LLC

By: Flagship VentureLabs V Manager LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Director

FLAGSHIP VENTURELABS V MANAGER LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Director

FLAGSHIP PIONEERING, INC.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Director

FLAGSHIP VENTURES FUND V, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP V VENTURLABS RX FUND, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

NUTRITIONAL HEALTH SIDE FUND, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

NUTRITIONAL HEALTH DISRUPTIVE INNOVATION
FUND, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND V GENERAL PARTNER
LLC

By: /s/ Noubar B. Afeyan, Ph.D.
Name: Noubar B. Afeyan, Ph.D.
Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I, L.P.

Flagship Ventures Opportunities Fund I General
By: Partner LLC
By: /s/ Noubar B. Afeyan, Ph.D.
Name: Noubar B. Afeyan, Ph.D.
Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I
GENERAL PARTNER LLC

By: /s/ Noubar B. Afeyan, Ph.D.
Name: Noubar B. Afeyan, Ph.D.
Title: Manager

NUTRITIONAL HEALTH LTP FUND, L.P.

By: Nutritional Health LTP Fund General Partner LLC
By: /s/ Noubar B. Afeyan, Ph.D.
Name: Noubar B. Afeyan, Ph.D.
Title: Manager

NUTRITIONAL HEALTH LTP FUND GENERAL
PARTNER LLC

By: /s/ Noubar B. Afeyan, Ph.D.
Name: Noubar B. Afeyan, Ph.D.
Title: Manager

/s/ Noubar B. Afeyan, Ph.D.
NOUBAR B. AFEYAN, PH.D.

JOINT FILING AGREEMENT

The persons below hereby agree that the Schedule 13D to which this agreement is attached as an exhibit, as well as all future amendments to such Schedule 13D, shall be filed jointly on behalf of each of them. This agreement is intended to satisfy the requirements of Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934.

Dated: July 1, 2020

FLAGSHIP VENTURELABS IV LLC

By: Flagship Ventures Fund IV, L.P.

By: Flagship Ventures Fund IV General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND IV, L.P.

By: Flagship Ventures Fund IV General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND IV-RX, L.P.

By: Flagship Ventures Fund IV General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND IV GENERAL PARTNER
LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURELABS V LLC

By: Flagship VentureLabs V Manager LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Director

FLAGSHIP VENTURELABS V MANAGER LLC

By: Flagship Pioneering, Inc.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Director

FLAGSHIP PIONEERING, INC.

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Director

FLAGSHIP VENTURES FUND V, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP V VENTURLABs RX FUND, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

NUTRITIONAL HEALTH SIDE FUND, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

NUTRITIONAL HEALTH DISRUPTIVE INNOVATION
FUND, L.P.

By: Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES FUND V GENERAL PARTNER
LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I, L.P.

By: Flagship Ventures Opportunities Fund I General
Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I
GENERAL PARTNER LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

NUTRITIONAL HEALTH LTP FUND, L.P.

By: Nutritional Health LTP Fund General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

NUTRITIONAL HEALTH LTP FUND GENERAL PARTNER
LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Name: Noubar B. Afeyan, Ph.D.

Title: Manager

/s/ Noubar B. Afeyan, Ph.D.

NOUBAR B. AFEYAN, PH.D.

LOCK-UP AGREEMENT

_____, 2020

Morgan Stanley & Co. LLC
Cowen and Company, LLC

As Representatives of
the several Underwriters listed in
Schedule I to the Underwriting
Agreement referred to below

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

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

Re: Evelo Biosciences, Inc.—Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with Evelo Biosciences, Inc., a Delaware corporation (the “**Company**”), providing for the public offering (the “**Public Offering**”) by the several Underwriters named in Schedule I to the Underwriting Agreement (the “**Underwriters**”), of shares (the “**Shares**”) of the common stock, par value

\$0.001 per share, of the Company (the “**Common Stock**”). If more than one entity executes this agreement, this agreement shall constitute a separate agreement with respect to each such entity as the “undersigned,” and the rights and obligations of each such entity hereunder shall be several and not joint. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement. “**Representatives**” means, collectively, Morgan Stanley & Co. LLC and Cowen and Company, LLC.

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 the Representatives on behalf of the Underwriters, it will not, and will not publicly disclose an intention to, during the period commencing on the date of the initial public filing of the preliminary prospectus relating to the Public Offering and ending 90 days after the date of the final prospectus supplement (the “**Restricted Period**”) relating to the Public Offering (the “**Prospectus**”), (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,

or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for 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 (including without limitation, shares of Common Stock and other securities convertible into or exercisable or exchangeable for Common Stock, in each case, that are issued or issuable upon exercise of a stock option or warrant so owned), or publicly disclose the intention to make any offer, sale, pledge or disposition, (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or such other securities described in clause (1) above, whether any such transaction described in clause (1) or (2) above is to be settled by delivery 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 or in open market transactions after the pricing of the Public Offering; provided that such transfers are not required to be reported with the SEC on Form 4 in accordance with Section 16 under the Exchange Act and no other public announcement shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions (other than Schedule 13 filings filed with the SEC);

(b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift, or to a charitable organization or educational institution in a transaction not involving a disposition for value;

(c) 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;

(d) transfers or dispositions of shares of Common Stock or other securities to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which are held by the undersigned or the immediate family of the undersigned in a transaction not involving a disposition for value;

(e) transfers or dispositions of shares of 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 orders of a court or regulatory agency, a domestic order or negotiated divorce settlement; or

(f) if the undersigned is an entity, (x) transfers or dispositions of shares of Common Stock or other securities to another corporation, member, partnership, limited liability company, trust or other entity that is a direct or indirect affiliate (as defined under Rule 12b-2 of the Exchange Act) of the undersigned, or to an investment fund or other entity that controls or manages, or is under common control with, the undersigned, or (y) distributions of shares of Common Stock or any security convertible into Common Stock to partners, members, stockholders, beneficiaries or other equity holders of the undersigned;

provided that in the case of any transfer, disposition or distribution pursuant to clause (b), (c), (d), (e) or (f), (i) each transferee, donee or distributee shall sign and deliver a lock-up agreement substantially in the form of this agreement and (ii) such transfer, disposition or distribution is not required to be reported with the SEC on Form 4 in accordance with Section 16 under the Exchange Act and no other public announcement shall be voluntarily made during the Restricted Period (other than, (1) Schedule 13 filings filed with the SEC, and (2) in the case of a transfer or other disposition pursuant to clause (e) above, any Form 4 or Form 5 required to be filed under the Exchange Act if the undersigned is subject to Section 16 reporting with respect to the Company under the Exchange Act and indicating by footnote disclosure or otherwise the nature of the transfer or disposition);

(g) 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 on the date of this agreement 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 such transfers or dispositions are not required to be reported with the SEC on Form 4 in accordance with Section 16 under the Exchange Act and no other public announcement shall be voluntarily made during the Restricted Period in connection with any such transfers or dispositions (other than (1) Schedule 13 filings filed with the SEC, and (2) any Form 4 or Form 5 required to be filed under the Exchange Act if the undersigned is subject to Section 16 reporting with respect to the Company under the Exchange Act and indicating by footnote disclosure or otherwise the nature of the transfer or disposition);

(h) transfers or dispositions of shares of Common Stock or other securities to the Company in connection with the conversion of any convertible security into, or the exercise of any option or warrant for, shares of Common Stock; *provided* that (i) any such shares of Common Stock received by the undersigned shall be subject to the terms of this agreement and (ii) such transfers or dispositions are not required to be reported with the SEC on Form 4 in accordance with Section 16 under the Exchange Act and no other public announcement shall be voluntarily made during the Restricted Period (other than Schedule 13 filings filed with the SEC);

(i) transfers or dispositions 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 clauses (a) through (h) above;

(j) 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 (i) such plan does not provide for the transfer of Common Stock during the Restricted Period and (ii) no filing under the Exchange Act or other public announcement shall be required or shall be voluntarily made during the Restricted Period;

(k) transfers of shares of Common Stock by the undersigned pursuant to a 10b5-1 Plan established prior to the Restricted Period, which 10b5-1 plan shall not be amended during the Restricted Period but may be terminated during the Restricted Period; *provided*, that to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding transfers made under the undersigned's 10b5-1 Plan, such announcement or filing shall include a statement to the effect that such transfers of Common Stock are being made pursuant to the undersigned's 10b5-1 Plan established prior to the Restricted Period; or

(l) 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 agreement.

For purposes of this agreement, "**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 50% 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 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; *provided* that the undersigned may make a demand under any registration rights agreement with the Company described in the Prospectus for, and exercise its rights under any such registration rights agreement with respect to, the registration after the expiration of the Restricted Period of shares of Common Stock that does not require the filing of any registration statement or any public announcement or activity regarding such registration during the Restricted Period (and no such public announcement or activity shall be voluntarily made or taken by the undersigned during the Restricted Period).

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.

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, the same percentage of shares of the Company's Common Stock held by the undersigned (the "**Pro-rata Release**") shall be immediately and fully released on the same terms from any remaining lock-up restrictions set forth herein; *provided, however*, that such Pro-rata Release shall not be applied in the event of releases granted from such lockup restrictions to any individual party or parties (other than shareholders subject to Section 16 reporting with respect to the Company under the Exchange Act) to sell or otherwise transfer or dispose of shares of the Company's Common Stock or other securities in an amount having a fair market value up to an aggregate of \$2,500,000 (whether in one or multiple releases). In the event that any percentage of such Common Stock released from the lock-up restrictions are subject to any restrictions of the type set forth in clause (1) or (2) of the second paragraph of this agreement, the same restrictions shall be applicable to the release of the same percentage of the Company's Common Stock held by the undersigned. In the event that the undersigned is released from any of its obligations under this agreement or, by virtue of this agreement, becomes entitled to offer, pledge, sell, contract to sell, or otherwise dispose of any Common Stock (or any securities convertible into Common Stock) prior to the date that is 90 days after the date of the Prospectus, the Representatives shall use its 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 agreement, each of the following persons is a "**Major Holder**": each officer and director of the Company and each record or beneficial owner, as of the date hereof, of more than 1% of the outstanding shares of securities of the Company (for purposes of determining record or beneficial ownership of a stockholder, all shares of securities held by investment funds affiliated with such stockholder shall be aggregated).

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement 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 Offering is withdrawn or (iv) the Underwriting Agreement is not executed on or before the earlier of (A) July 15, 2020 and (B) the

date that is 15 days after the date of the initial public filing of the preliminary prospectus relating to the Public Offering, then, in each case, this agreement 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 agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Pages Follow]

Very truly yours,

FLAGSHIP VENTURES FUND V, L.P.
FLAGSHIP V VENTURELABS RX FUND, L.P.
NUTRITIONAL HEALTH DISRUPTIVE INNOVATION FUND, L.P.
NUTRITIONAL HEALTH SIDE FUND, L.P.

Each by its General Partner,
Flagship Ventures Fund V General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.
Noubar B. Afeyan, Ph.D.
Manager

FLAGSHIP VENTURES FUND IV, L.P.
FLAGSHIP VENTURES FUND IV-RX, L.P.

Each by its General Partner,
Flagship Ventures Fund IV General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.
Noubar B. Afeyan, Ph.D.
Manager

FLAGSHIP VENTURES OPPORTUNITIES FUND I, L.P.

By its General Partner,
Flagship Ventures Opportunities Fund I General Partner LLC

By: /s/ Noubar B. Afeyan, Ph.D.
Noubar B. Afeyan, Ph.D.
Manager

[Signature Page to Lock-Up Agreement]

FLAGSHIP VENTURELABS V LLC

By its Manager, Flagship Ventures Fund V Manager LLC

By Flagship Pioneering, Inc., its sole member

By: /s/ Noubar B. Afeyan, Ph.D.

Noubar B. Afeyan, Ph.D.
CEO

FLAGSHIP VENTURELABS IV LLC

By its Manager and Class A Member, Flagship Ventures Fund IV, L.P.

By its General Partner, Flagship Ventures Fund IV General Partner
LLC

By: /s/ Noubar B. Afeyan, Ph.D.

Noubar B. Afeyan, Ph.D.
Manager

[Signature Page to Lock-Up Agreement]