

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

(Amendment No. 1)*

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED
PURSUANT TO 240.13d-2(a)

Under the Securities Exchange Act of 1934

Axovant Sciences Ltd.

(Name of Issuer)

Common Shares, \$0.00001 par value per share

(Title of Class of Securities)

G0750W104

(CUSIP Number)

**Suite 1, 3rd Floor,
11-12 St. James's Square,
London SW1Y 4LB,
United Kingdom
+44 (117) 918-1293**

**With copies to:
Chang-Do Gong
White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
+1 (212) 819 8200**

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

December 18, 2018

(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, as amended (the "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 Persons:
Roivant Sciences Ltd.
I.R.S. Identification Nos. of Above Persons (Entities Only):

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
WC (see Item 3)

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Bermuda

7. Sole Voting Power
99,285,714 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
0 (see Item 5)

9. Sole Dispositive Power
99,285,714 (see Item 5)

10. Shared Dispositive Power
0 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
99,285,714 (see Item 5)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
65.2% (see Item 5)

14. Type of Reporting Person (See Instructions)
CO

EXPLANATORY NOTE

Pursuant to Rule 13d-2 under the U.S. Securities Exchange Act of 1934, as amended (the “Act”), this Amendment No. 1 to the Schedule 13D amends and supplements certain items of the Schedule 13D for the common shares, \$0.00001 par value per share (the “Common Shares”), of Axovant Sciences Ltd. (the “Issuer”), filed with the U.S. Securities and Exchange Commission (the “SEC”) on June 15, 2018 (the “Schedule 13D”). All capitalized terms contained but not otherwise defined herein shall have the meanings ascribed to such terms in the Schedule 13D.

Item 2. Identity and Background

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

(a) Reporting Person (Roivant)

This Schedule 13D is filed by Roivant Sciences Ltd. (“Roivant” or the “Reporting Person”), an exempted limited company incorporated under the laws of Bermuda. The principal business address of Roivant is Suite 1, 3rd Floor, 11-12 St. James’s Square, London SW1Y 4LB, United Kingdom.

Roivant is principally engaged in the business of forming and supporting companies engaged in drug development and commercialization. It partners with biopharmaceutical companies and academic institutions to ensure that medicines are rapidly developed and delivered to patients upon approval. Roivant also launches healthcare companies operating outside of traditional biopharmaceutical development.

Covered Persons

Roivant Covered Persons

Roivant has a board of directors (collectively, the “Roivant Covered Persons”). The principal business address of each of the Roivant Covered Persons is Suite 1, 3rd Floor, 11-12 St. James’s Square, London SW1Y 4LB, United Kingdom. The name, present principal occupation and country of citizenship of each of the Roivant Covered Persons is set forth below, along with the principal business address of the employer of each of the Roivant Covered Persons.

Name	Principal Business Address of Employer	Present Principal Occupation	Citizenship
Sakshi Chhabra	69 Grosvenor Street London X0 W1K3JP, United Kingdom	Vice President, SoftBank Investment Advisers	India
Andrew Lo	c/o Roivant Sciences Ltd., Suite 1, 3rd Floor, 11-12 St. James’s Square, London SW1Y 4LB, United Kingdom	Charles E. and Susan T. Harris Professor, MIT Sloan School of Management; Director of the MIT Laboratory for Financial Engineering; Principal Investigator at the MIT Computer Science and Artificial Intelligence Laboratory	United States
Patrick Machado	c/o Roivant Sciences Ltd., Suite 1, 3rd Floor, 11-12 St. James’s Square, London SW1Y 4LB, United Kingdom	Chairman, Armaron Bio Pty. Ltd.; Director, Endocyte, Inc.; Director, Chimerix, Inc.; Director, SCYNEXIS, Inc.; Director, Adverum Biotechnologies, Inc.	United States

Keith Manchester, M.D.	444 Madison Avenue, 21st Floor, New York, New York 10022	Managing Director and Head of Life Sciences, QVT Financial LP	United States
Ilan Oren	1 Dexcel Street, Or Akiva, 3060000, Israel	Vice President, Business Development, Dexcel Pharma Technologies Ltd.	Israel
Vivek Ramaswamy	c/o Roivant Sciences Ltd., Suite 1, 3rd Floor, 11-12 St. James's Square, London SW1Y 4LB, United Kingdom	President and Chief Executive Officer, Roivant Sciences, Inc.	United States

Control Persons of Roivant

The following persons, which include shareholders of Roivant and their control persons, may be deemed to control Roivant within the meaning of Instruction C to Schedule 13D, due to the power of the shareholders under Roivant's internal governance documents to direct or cause the direction of the management and policies of Roivant:

- (i) SVF Investments (UK) Limited, a limited company organized under the laws of England and Wales ("**SVF Investments**"), SVF Holdings (UK) LLP, a limited liability partnership organized under the laws of England and Wales ("**SVF Holdings**"), SoftBank Vision Fund L.P., a limited partnership organized under the laws of Jersey ("**SoftBank Vision Fund**"), and SVF GP (Jersey) Limited, a limited company organized under the laws of Jersey ("**SVF GP**"), and collectively with SVF Investments, SVF Holdings and SoftBank Vision Fund, "**SoftBank**";
- (ii) QVT Offshore Ltd., a Cayman Islands limited company ("**QVT Offshore**"), QVT Financial LP, a Delaware limited partnership ("**QVT Financial**"), QVT Financial GP LLC, a Delaware limited liability company ("**QVT Financial GP**"), and QVT Associates GP LLC, a Delaware limited liability company ("**QVT Associates**"), and collectively with QVT Family, QVT Financial and QVT Financial GP, "**QVT**";
- (iii) Dexxon Holdings Ltd., incorporated under the laws of Israel ("**Dexxon Holdings**"), Dexcel Pharma Technologies Ltd., incorporated under the laws of Israel ("**Dexcel Pharma**"), and Dan Oren, a citizen of Israel (collectively with Dexxon Holdings and Dexcel Pharma, "**Dexxon**"); and
- (iv) Viking Global Investors LP, a Delaware limited partnership ("**VGI**"), Viking Global Performance LLC, a Delaware limited liability company ("**VGP**"), Viking Global Equities LP, a Delaware limited partnership ("**VGE**"), Viking Global Equities II LP, a Delaware limited partnership ("**VGEII**"), VGE III Portfolio Ltd., a Cayman Islands exempted company ("**VGEIII**"), Viking Long Fund GP LLC, a Delaware limited liability company ("**VLFGP**"), Viking Long Fund Master Ltd., a Cayman Islands exempted company ("**VLFM**"), Viking Global Opportunities GP LLC, a Delaware limited liability company ("**Opportunities GP**"), Viking Global Opportunities Portfolio GP LLC, a Delaware limited liability company ("**Opportunities Portfolio GP**"), and Viking Global Opportunities Illiquid Investments Sub-Master LP, a Cayman Islands exempted limited partnership ("**Opportunities Fund**"), and together with VGI, VGP, VGE, VGEII, VGEIII, VLFGP, VLFM, Opportunities GP and Opportunities Portfolio GP, "**Viking**").

See Appendix A to this Schedule 13D for certain information regarding each of SoftBank, QVT, Dexxon and Viking

and their directors and executive officers, as applicable. As set forth on Appendix A, the “**Covered Persons**” include the Roivant Covered Persons, the SoftBank Covered Persons, the QVT Covered Persons, the Dexxon Covered Persons and the Viking Covered Persons (each as defined in Appendix A).

- (b) The principal business address of each of Roivant, as the Reporting Person, and the Covered Persons is set forth in Item 2(a) above, including Appendix A.
- (c) The principal business and principal business address of Roivant, as the Reporting Person, is set forth in Item 2(a) above. Additionally, the present principal occupation of each of the Covered Persons and the name, principal business and address of the organizations in which such occupation is conducted is set forth in Item 2(a) above, including Appendix A.
- (d) During the last five years, Roivant has not been convicted, and to Roivant’s knowledge, none of the Covered Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, Roivant has not been a party, and to Roivant’s knowledge, none of the Covered Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction such that, as a result of such proceeding, such person 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) The place of organization of each of Roivant, as the Reporting Person, and the citizenship or place of organization, as applicable, of each of the Covered Persons is set forth in Item 2(a) above, including Appendix A.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Schedule 13D is hereby amended and supplemented as follows:

On December 18, 2018, upon the closing of the Issuer’s underwritten public offering of Common Shares conducted pursuant to a registration statement on Form S-3 (the “**Offering**”), Roivant purchased 10,000,000 Common Shares from the underwriters of the Offering at the public offering price of \$1.00 per share. Roivant purchased the Common Shares using cash on hand.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

Roivant purchased the 10,000,000 Common Shares in the Offering to maintain its investment in the Issuer following the Offering. As the Issuer’s majority shareholder, Roivant may provide additional financing to the Issuer from time to time in the form of an investment in equity or debt securities of the Issuer or loans, including in connection with business development transactions or financing commitments in relation thereto.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) Reporting Person (Roivant)

Roivant directly beneficially owns 99,285,714, or 65.2%, of the Common Shares, and has sole voting and dispositive power over such Common Shares. Roivant disclaims beneficial ownership in all Common Shares reported herein, except to the extent of Roivant’s respective pecuniary therein.

Covered Persons

Roivant Independent Directors and Shareholders

As disclosed on reports on Schedule 13D previously filed by them, certain of the Covered Persons may be deemed beneficial owners of the Common Shares directly owned by Roivant pursuant to arrangements in Roivant’s internal

governance documents. These Covered Persons are not reporting persons on this Schedule 13D.

Following the appointment to Roivant's board of directors of one or more directors meeting certain independence criteria (each, an "**Independent Director**" and, collectively, the "**Independent Directors**"), dispositions of the Common Shares require the approval of a majority of Roivant's Board, including (i) at least two Independent Directors or, (ii) if there is only one independent director, that sole Independent Director. Andrew Lo and Patrick Machado are currently Independent Directors of Roivant. Additionally, SoftBank, QVT, Dexxon and Viking, voting unanimously, have the right to override certain decisions of the Roivant board of directors, including with respect to dispositions of Common Shares. Based on these arrangements, the Covered Persons set forth below may be deemed to share "dispositive power" and, therefore, beneficial ownership over the Common Shares directly owned by Roivant. Such persons do not have voting power over the Common Shares directly owned by Roivant.

- (i) Andrew Lo;
- (ii) Patrick Machado;
- (iii) SVF Investments, SVF Holdings, SoftBank Vision Fund and SVF GP;
- (iv) QVT Family, QVT Financial, QVT Financial GP and QVT Associates;
- (v) Dexxon Holdings, Dexcel Pharma and Dan Oren; and
- (vi) VGI, VGP, VGE, VGE II, VGE III, VLFGP, VLFM, Opportunities GP, Opportunities Portfolio GP, Opportunities Fund, O. Andreas Halvorsen, David C. Ott and Rose S. Shabet.

Vivek Ramaswamy

As of the date hereof, Vivek Ramaswamy beneficially owns 357,000 Common Shares, all of which are subject to an immediately exercisable option. For more information regarding Vivek Ramaswamy's option, see Item 6.

All share percentage calculations in this Schedule 13D are based on 152,175,480 Common Shares outstanding, as reported in the Issuer's prospectus supplement for the Offering filed with the SEC pursuant to Rule 424(b)(5) under the Act on December 17, 2018.

- (b) See rows 7-10 of the cover page to this Schedule 13D for information regarding Roivant's power to vote or direct the vote and its power to dispose or direct the disposition of the Common Shares. Such information for the Covered Persons, who are not reporting persons on this Schedule 13D, is set forth in Item 5(a).
- (c) Except as disclosed in this Schedule 13D, Roivant has not effected and, to Roivant's knowledge, none of the Covered Persons has effected any transactions in the Common Shares during the past 60 days.
- (d) Except as disclosed in this Schedule 13D, no person other than Roivant has the right to receive, or the power to direct the receipt of dividends from, the proceeds from the sale of the shares to which this Schedule 13D relates.
- (e) Not applicable.

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

To the extent required by Item 6, the information contained in Items 3, 4 and 5 above is incorporated herein by reference.

Item 6 of the Schedule 13D is hereby amended and restated as follows:

Ilan Oren is a member of the Issuer's board of directors. As a current non-employee director of the Issuer, Ilan Oren has declined to receive any cash or equity compensation for his service as a director under the non-employee director program. Vivek Ramaswamy resigned as a member of the Issuer's board of directors effective September 26, 2018.

Vivek Ramaswamy's stock option was granted to him on April 29, 2016, before he stepped down as an executive officer of the Issuer. The option has a \$13.00 exercise price and a ten-year term, and vests over a period of four years, with one quarter of the Common Shares underlying the option vesting on April 29, 2017 and the remainder vesting in 12 equal quarterly installments thereafter. The option allows for early exercise, subject to the Issuer's repurchase option with respect to any unvested Common Shares. This description does not purport to be complete and is qualified in its entirety by reference to the Forms of Option Notice Grant and Option Agreement under the Issuer's 2015 Equity Incentive Plan, as amended, copies of which were previously filed as Exhibit 7.02 to Schedule 13D.

Item 7. Materials to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

Exhibit No.	Description
7.04	Form of Lock-up Agreement (included as Exhibit A to the Form of Underwriting Agreement between Axovant Sciences Ltd. and Jefferies LLC, as representative of the several underwriters listed therein, incorporated by reference to Exhibit 1.1 of the Issuer's Current Report on Form 8-K, filed on December 17, 2018).

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: December 20, 2018

Roivant Sciences Ltd.

By: /s/ Marianne Romeo Dinsmore

Name: Marianne Romeo Dinsmore

Title: Authorized Signatory

APPENDIX A

As used in this Schedule 13D, the term “**Covered Persons**” refers to each of the Roivant Covered Persons, the SoftBank Covered Persons, the QVT Covered Persons, the Dexxon Covered Persons and the Viking Covered Persons.

SoftBank Covered Persons

SVF Investments is a wholly owned subsidiary of SVF Holdings. SoftBank Vision Fund is the managing member of SVF Holdings. SVF GP is the general partner of Softbank Vision Fund. As such, each of SVF Investments, SVF Holdings, SoftBank Vision Fund and SVF GP may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

The principal executive offices of SVF Investments and SVF Holdings is 69 Grosvenor Street, London, United Kingdom W1K 3JP. The principal executive office of SVF GP and Softbank Vision Fund is Aztec Group House, 11-15 Seaton Place, St. Helier, Jersey JE4 0QH.

The principal business of SVF GP is the management and control of the business of the SoftBank Vision Fund. The principal business of the SoftBank Vision Fund is to engage in making investments in securities of public and private companies. The principal business of SVF Investments and SVF Holdings is to directly hold securities of public and private companies, as determined by SVF GP, via SoftBank Vision Fund.

Each of Adam Nicholas Gulley, Rajeev Misra, Simon King and Robert David Milner is a managing director of SVF GP. Their principal business addresses, present principal occupations and countries of citizenship are set forth below. SVF Investments, SVF Holdings, SoftBank Vision Fund, SVF GP and such managing directors of SVF GP are referred to herein as the “**SoftBank Covered Persons.**”

Name	Principal Business Address	Present Principal Occupation	Citizenship
Adam Nicholas Gulley	69 Grosvenor Street, London, United Kingdom W1K 3JP	Director	United Kingdom
Rajeev Misra	69 Grosvenor Street, London, United Kingdom W1K 3JP	Director	United Kingdom
Simon King	Aztec Group House 11-15 Seaton Place, St. Helier, Jersey JE4 0QH	Director	United Kingdom
Robert David Milner	Aztec Group House 11-15 Seaton Place, St. Helier, Jersey JE4 0QH	Director and Attorney	United Kingdom

QVT Covered Persons

QVT Financial acts as the investment manager of QVT Family. QVT Financial GP is the general partner of QVT Financial. QVT Associates is a general partner of certain other funds managed by QVT Financial. As such, each of QVT Family, QVT Financial, QVT Financial GP and QVT Associates may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

The registered office of QVT Family is 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands. The principal executive offices of QVT Financial, QVT Financial GP and QVT Associates are located at 444 Madison Avenue, 21st Floor, New York, New York 10022.

The principal business of QVT Family, QVT Financial, QVT Financial GP and QVT Associates is investment management.

Daniel Gold, Nicholas Brumm, Arthur Chu and Tracy Fu are the managing members of QVT Financial GP and QVT Associates. Their principal business addresses (which are also the addresses of their principal employers), present principal occupations and countries of citizenship are set forth below. QVT Family, QVT Financial, QVT Financial GP and QVT Associates and such managing members of QVT Financial GP and QVT Associates GP are referred to herein as the “**QVT Covered Persons.**”

Name	Principal Business Address	Present Principal Occupation	Citizenship
Daniel Gold	QVT Financial LP 444 Madison Avenue, 21st Floor New York, New York 10022	Investment Management	United States
Nicholas Brumm	QVT Financial LP 444 Madison Avenue, 21st Floor New York, New York 10022	Investment Management	United States
Arthur Chu	QVT Financial LP 444 Madison Avenue, 21st Floor New York, New York 10022	Investment Management	United States
Tracy Fu	QVT Financial LP 444 Madison Avenue, 21st Floor New York, New York 10022	Investment Management	United States

Dexxon Covered Persons

Dan Oren is the sole shareholder of Dexxon Holdings and the President and Chief Executive Officer of Dexcel Pharma. As such, each of Dexxon Holdings, Dexcel Pharma and Dan Oren may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

The principal business address of Dexxon Holdings, Dexcel Pharma and Dan Oren is 1 Dexcel Street, Or Akiva, 3060000, Israel.

Dexxon Holdings is principally engaged in the business of investing in pharmaceutical companies. Dexcel Pharma is a manufacturer and distributor of pharmaceutical products. The principal occupation of Dan Oren is acting as sole director of Dexxon Holdings and President and Chief Executive Officer of Dexcel Pharma.

Dexxon Holdings has no executive officers and its sole director is Dan Oren. The directors of Dexcel Pharma are Uri Oren and Ilan Oren, along with Dan Oren, who is also Dexcel Pharma's President and Chief Executive Officer. The present principal occupation, principal business address and country of citizenship of each of Dan Oren and Ilan Oren is set forth in Item 2(a) of this Schedule 13D. The present principal occupation of Uri Oren is serving as a director of Dexcel Pharma. The present principal business address of Uri Oren is 1 Dexcel Street, Or Akiva, 30600000, Israel. Uri Oren is a citizen of Israel. Dexxon Holdings, Dexcel Pharma, Dan Oren, Uri Oren and Ilan Oren are referred to herein as the "**Dexxon Covered Persons.**"

Viking Covered Persons

VGP is the general partner of VGE and VGE II and the investment manager of VGEIII. VLFGP is the investment manager of VLFM. Opportunities Portfolio GP is the general partner of Opportunities Fund. Opportunities GP is the sole member of Opportunities Portfolio GP.

Viking Global Equities III Ltd. (a Cayman Islands exempted company) invests substantially all of its assets through VGEIII. Viking Long Fund LP (a Delaware limited partnership) and Viking Long Fund III Ltd. (a Cayman Islands exempted company), through its investment in Viking Long Fund Intermediate LP (a Cayman Islands limited partnership), invest substantially all of their assets through VLFM.

VGI, which is an affiliate of VGP, VLFGP and Opportunities Fund GP, provides managerial services to VGE, VGE II, VGE III and VLFM and Opportunities Fund. Viking Global Partners LLC is the general partner of VGI.

Each of O. Andreas Halvorsen, a citizen of Norway, David C. Ott, a citizen of the United States, Rose S. Shabet, a citizen of the United States, is a member of the Executive Committee of Viking Global, VGP, VLFGP and Opportunities GP.

As a result, each of VGI, VGP, VGE, VGE II, VGE III, VLFGP, VLFM, Opportunities GP, Opportunities Portfolio GP, Opportunities Fund, O. Andreas Halvorsen, David C. Ott and Rose S. Shabet may be deemed to share beneficial ownership of the Common Shares directly owned by Roivant.

VGI, VGP, VGE, VGE II, VGE III, VLFGP, VLFM, Opportunities GP, Opportunities Portfolio GP, Opportunities Fund, O. Andreas Halvorsen, David C. Ott and Rose S. Shabet are referred to herein as the "**Viking Covered Persons.**"

The principal business address of each of the Viking Covered Persons is 55 Railroad Avenue, Greenwich, Connecticut 06830, which is also the principal business address of the employers of O. Andreas Halvorsen, David C. Ott and Rose S. Shabet.

The principal business of VGI is to provide managerial services to related entities engaged in making or recommending investments in securities of public and private companies. The principal business of each of VGP, VLFGP, Opportunities GP and Opportunities Portfolio GP is to serve as the general partner or investment manager of related entities engaged in making or recommending investments in securities of public and private companies. The principal business of each of VGE, VGE II, VGE III, Opportunities Fund and VLFM is to engage in making investments in securities of public and private companies. The present principal occupation of O. Andreas Halvorsen is Chief Executive Officer of VGI. The present principal occupation of David C. Ott is Advisory Director of VGI. The present principal occupation of Rose S. Shabet is Chief Operating Officer of VGI.

Form of Lock-up Agreement

JEFFERIES LLC
As Representative of the several Underwriters
c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

Re: Axovant Sciences Ltd. (the "Company") — Common Stock Offering

Ladies and Gentlemen:

The undersigned is an owner of common shares, par value \$0.00001 per common share, of the Company ("Common Shares") or of securities convertible into or exchangeable or exercisable for Common Shares. The Company proposes to conduct a public offering of Common Shares (the "Offering") for which Jefferies LLC will act as the representative of the underwriters (the "Representative"). The undersigned recognizes that the Offering will benefit each of the Company and the undersigned. The undersigned acknowledges that the underwriters are relying on the representations and agreements of the undersigned contained in this letter agreement in conducting the Offering and, at a subsequent date, in entering into an underwriting agreement (the "Underwriting Agreement") and other underwriting arrangements with the Company with respect to the Offering.

Annex A sets forth definitions for capitalized terms used in this letter agreement that are not defined in the body of this letter agreement. Those definitions are a part of this letter agreement.

In consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees that, during the Lock-up Period, the undersigned will not (and will use reasonable best efforts to cause any Family Member not to), subject to the exceptions set forth in this letter agreement, without the prior written consent of Jefferies LLC, which may withhold their consent in its sole discretion:

- Sell or Offer to Sell any Common Shares or Related Securities currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned or such Family Member,
- enter into any Swap,
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any Common Shares or Related Securities, or cause to be filed a registration statement, prospectus or prospectus supplement (or an amendment or supplement thereto) with respect to any such registration, or
- publicly announce any intention to do any of the foregoing.

The foregoing will not apply to the registration of the offer and sale of the Common Shares, and the sale of the Common Shares to the underwriters, in each case as contemplated by the Underwriting Agreement. In addition, the foregoing restrictions shall not apply to:

- (i) transactions relating to Common Shares or other securities acquired in open market transactions after the completion of the Offering, provided that no filing under Section 16(a) of the Exchange Act will be required or will be voluntarily made during the Lock-up Period in connection with subsequent sales of Common Shares or other securities acquired in such open market transactions during the Lock-up Period;
 - (ii) transfers of Common Shares or any security convertible into Common Shares as a bona fide gift or charitable contribution;
 - (iii) distributions of Common Shares or any security convertible into Common Shares to limited partners, members, stockholders or holders of similar equity interests in the undersigned;
 - (iv) transfers of Common Shares or any security convertible into or exercisable for Common Shares by will or intestacy or to any Family Member or to a trust whose beneficiaries consist exclusively of one or more of the undersigned and/or a Family Member;
 - (v) transfers of Common Shares pursuant to a domestic order or negotiated divorce settlement;
 - (vi) the exercise of a stock option granted under a stock incentive plan described in the prospectus relating to the Offering (the "Prospectus") by the undersigned, and the receipt by the undersigned from the Company of Common Shares upon such exercise, insofar as such option is outstanding as of the date of the Prospectus, provided that the underlying Common Shares shall continue to be subject to the restrictions on transfer set forth in this letter agreement and provided, further that, if required, any public report or filing under Section 16 of the Exchange Act shall clearly indicate in the footnotes thereto that the filing relates to the exercise of a stock option, that no Common Shares were sold by the reporting person and that Common Shares received upon exercise of the stock option are subject to this letter agreement with the underwriters of the Offering;
 - (vii) the disposition of Common Shares to the Company, or the withholding of Common Shares by the Company, in a transaction exempt from Section 16(b) of the Exchange Act solely in connection with the payment of taxes due with respect to the vesting of restricted stock granted under a stock incentive plan or pursuant to a contractual employment arrangement described in the Prospectus, insofar as such restricted stock is outstanding as of the date of the
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Prospectus, provided that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the Lock-up Period;

(viii) transfers to the Company in connection with the repurchase of Common Shares in connection with the termination of the undersigned's employment with the Company pursuant to contractual agreements with the Company as in effect as of the date of the Prospectus, provided that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the Lock-up Period;

(ix) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares, provided that (a) such plan does not provide for the transfer of Common Shares during the Lock-up Period and (b) the entry into such plan is not publicly disclosed, including in any filings under the Exchange Act, during the Lock-up Period; or

(x) pursuant to a bona fide third party tender offer for all outstanding Common Shares of the Company, merger, consolidation or other similar transaction made to all holders of the Company's securities involving a change of control of the Company (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Common Shares or other such securities in connection with such transaction, or vote any Common Shares or other such securities in favor of any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, such securities held by the undersigned shall remain subject to the provisions of this letter agreement;

provided however in the case of any transfer or distribution pursuant to clause (ii), (iii), (iv) and (v), it shall be a condition to such transfer that:

- each donee, transferee or distributee executes and delivers to the Representative an agreement in form and substance satisfactory to the Representative stating that such donee, transferee or distributee is receiving and holding such Common Shares and/or Related Securities subject to the provisions of this letter agreement and agrees not to Sell or Offer to Sell such Common Shares and/or Related Securities, engage in any Swap or engage in any other activities restricted under this letter agreement except in accordance with this letter agreement (as if such donee, transferee or distributee had been an original signatory hereto), and
- prior to the expiration of the Lock-up Period, no public disclosure or filing under the Exchange Act by any party to the transfer (donor, donee, transferor, transferee, distributor or distributee) shall be required, or made voluntarily (other than any such disclosure required to be made by applicable law or regulation, including, without limitation, one or more filings on Form 4, Form 5, Schedule 13G or Schedule 13D, in each case, in accordance with applicable law and made after the expiration of the Lock-up 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 Common Shares or Related Securities held by the undersigned and the undersigned's Family Members, if any, except in compliance with the foregoing restrictions.

The undersigned confirms that the undersigned has not, and has no knowledge that any Family Member has, directly or indirectly, taken any action designed to or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale of the Common Shares. The undersigned will not, and will cause any Family Member not to take, directly or indirectly, any such action.

Whether or not the Offering occurs as currently contemplated or at all depends on market conditions and other factors. The Offering will only be made pursuant to the Underwriting Agreement, the terms of which are subject to negotiation between the Company and you.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this letter agreement. This letter agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned.

The undersigned understands that, if (i) the Company notifies the Representative in writing prior to the execution of the Underwriting Agreement that it does not intend to proceed with the Offering, (ii) the Underwriting Agreement is not executed before January 31, 2019 or (iii) the Underwriting Agreement does not become effective, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Shares to be sold thereunder, this letter agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall be released from all obligations under this letter agreement. The undersigned understands that the Representative is entering into the Underwriting Agreement and proceeding with the Offering in reliance upon this letter 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, without regard to the conflict of laws principles thereof.

Very truly yours,

By: _____
Name:
Title:

Certain Defined Terms
Used in Lock-up Agreement

For purposes of the letter agreement to which this Annex A is attached and of which it is made a part:

“Call Equivalent Position” shall have the meaning set forth in Rule 16a-1(b) under the Exchange Act.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Family Member” shall mean the spouse of the undersigned, an immediate family member of the undersigned or an immediate family member of the undersigned’s spouse, in each case living in the undersigned’s household or whose principal residence is the undersigned’s household (regardless of whether such spouse or family member may at the time be living elsewhere due to educational activities, health care treatment, military service, temporary internship or employment or otherwise). “Immediate family member” as used above shall have the meaning set forth in Rule 16a-1(e) under the Exchange Act.

“Lock-up Period” shall mean the period beginning on the date hereof and continuing through the close of trading on the date that is 90 days after the date of the Offering Memorandum (as defined in the Purchase Agreement).

“Put Equivalent Position” shall have the meaning set forth in Rule 16a-1(h) under the Exchange Act.

“Related Securities” shall mean any options or warrants or other rights to acquire Common Shares or any securities exchangeable or exercisable for or convertible into Common Shares, or to acquire other securities or rights ultimately exchangeable or exercisable for or convertible into Common Shares.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Sell or Offer to Sell” shall mean to:

- sell, offer to sell, contract to sell or lend,
- effect any short sale or establish or increase a Put Equivalent Position or liquidate or decrease any Call Equivalent Position
- pledge, hypothecate or grant any security interest in, or
- in any other way transfer or dispose of,

in each case whether effected directly or indirectly.

“Swap” shall mean any swap, hedge or similar arrangement or agreement that transfers, in whole or in part, the economic risk of ownership of Common Shares or Related Securities, regardless of whether any such transaction is to be settled in securities, in cash or otherwise.

Capitalized terms not defined in this Annex A shall have the meanings given to them in the body of this lock-up agreement.
