
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13d-1(a)
AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)

(Amendment No.)*

F-STAR THERAPEUTICS, INC.

(Name of Issuer)

COMMON STOCK, \$0.0001 PAR VALUE PER SHARE
(Title of Class of Securities)

30315R 107
(CUSIP Number)

Hans Bosman
Chief Financial Officer
Aescap Venture
Barbara Strozziilaan 101, 1083 HN
Amsterdam, The Netherlands
Tel: +31 20 570 29 45

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

November 20, 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 §240.13d-7 for other parties to whom copies are to be sent.

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

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

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only) Coöperatieve Aescap Venture I U.A.	
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 The Netherlands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 0
	8.	Shared Voting Power 615,643
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 615,643
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 615,643	
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) 6.8%*	
14.	Type of Reporting Person (See Instructions) FI	

* Based on 9,070,418 shares of Common Stock (as defined below) outstanding as of November 20, 2020, as reported in the Company's (as defined below) 8-K, filed with the Securities and Exchange Commission November 20, 2020.

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Aescap Venture Management B.V.	
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	
	The Netherlands	
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	8.	Shared Voting Power
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	9.	Sole Dispositive Power
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	10.	Shared Dispositive Power
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1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Patrick Johan Hendrik Krol	
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)	
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1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Johan Gerhard Bosman	
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	
	The Netherlands	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power
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	8.	Shared Voting Power
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	9.	Sole Dispositive Power
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1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)	
	Michiel Alexander de Haan	
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)	
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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	
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ITEM 1. SECURITY AND ISSUER.

This Statement on Schedule 13D (this "**Schedule 13D**") relates to shares of common stock (the "**Common Stock**"), par value \$0.0001 per share (the "**Shares**"), of F-star Therapeutics, Inc., a Delaware corporation (the "**Issuer**"). The address of the Issuer's principal executive office is Eddeva B920, Babraham Research Campus, Cambridge, CB22 3AT UK. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

ITEM 2. IDENTITY AND BACKGROUND.

Item 2 (a) – (c). This Schedule 13D is being filed by the following persons: Coöperatieve Aescap Venture I U.A. ("**Fund**"), Aescap Venture Management B.V. ("**Management**"), Patrick Johan Hendrik Krol ("**Krol**"), Johan Gerhard Bosman ("**Bosman**") and Michiel Alexander de Haan ("**de Haan**"). Each of the foregoing persons are sometimes individually referred to herein as a "**Reporting Person**" and collectively as the "**Reporting Persons.**"

The Shares to which this Schedule 13D relates are owned directly by the Fund. Management is the manager of the Fund. Krol, Bosman and de Haan are the Managing Directors of Management.

The principal business of each of the Reporting Persons is venture capital investing. The business address and principal executive offices of each of the Reporting Persons are Barbara Strozilaan 101, 1083 HN Amsterdam, The Netherlands.

Item 2 (d) – (e). During the last five years, none of the Reporting Persons has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors), or has been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

Item 2 (f). The Fund is a cooperative association organized under the laws of The Netherlands. Management is a private company with limited liability organized under the laws of The Netherlands. Each of Krol, Bosman and de Haan are citizens of The Netherlands.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The information set forth in Item 4 hereof is hereby incorporated by reference into this Item 3, as applicable.

ITEM 4. PURPOSE OF TRANSACTION.

Exchange Agreement

As more fully described in the Share Exchange Agreement, dated as of July 29, 2020 (the "**Exchange Agreement**"), by and among the Issuer (f/k/a Spring Bank Pharmaceuticals, Inc.), the entity then known as F-star Therapeutics Limited ("**Old F-star**") and the sellers party thereto (the "**Sellers**"), the ordinary shares of Old F-star were exchanged for shares of the Issuer's common stock as contemplated by the Exchange Agreement (the "**Transaction**").

Pursuant to the Exchange Agreement, each ordinary share of Old F-star outstanding immediately prior to the closing of the Transaction (the "**Closing**") was exchanged by the Seller that owns such Old F-star shares for such number of duly authorized, validly issued, fully paid and non-assessable shares of Company common stock as is equal to the exchange ratio formula determined pursuant to the Exchange Agreement (the "**Exchange Ratio**") and, as a result, the Issuer became F-star Therapeutics, Inc. Also on November 20, 2020, in connection with, and prior to completion of, the Transaction, the Issuer effected a 1-for-4 reverse stock split of its common stock (the "**Reverse Stock Split**").

Prior to the Transaction, the Fund held an aggregate of 3,407,035 ordinary shares and 302,872 preferred shares of Old F-star. In addition the Fund held an aggregate of 912,812 ordinary shares of F-star issuable upon conversion of a convertible note issued by Old F-star. Pursuant to the Exchange Agreement, immediately prior to the Closing, certain investors in Old F-star, including the Fund, purchased additional ordinary shares of Old F-star. In such financing, the Fund purchased an additional 849,665 ordinary shares. As a result of the Transaction, the shares of Old F-star held by the Fund described above were exchanged for common stock of the Issuer, and following the Closing and the effectiveness of the Reverse Stock Split, the Fund acquired an aggregate of 615,643 shares of common stock of the Issuer.

The Fund acquired the securities of Old F-star as investment in its ordinary course of business.

Lock-Up Agreement

Concurrently with the execution of the Exchange Agreement, certain officers and directors of the Issuer and Old F-star and certain shareholders of Old F-star entered into lock-up agreements (the "**Lock-up Agreements**"), pursuant to which they agreed to certain restrictions on transfers of any shares of the Issuer's common stock for the 180-day period following the Closing, other than the shares of the Issuer's common stock received in exchange for ordinary shares of F-star subscribed for in the Pre-Closing Financing and pursuant to certain other limited exceptions.

In connection with the foregoing, and as may be appropriate from time to time, each of the Reporting Persons may consider the feasibility and advisability of various alternative courses of action with respect to its investment in the Issuer, including, without limitation: (a) the acquisition or disposition by the Reporting Persons of Shares, including through derivative transactions which may include security-based swaps and short sales; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) changes in the present board of directors or management of the Issuer; (e) a material change in the present capitalization or dividend policy of the Issuer; (f) other material changes in the Issuer's business or corporate structure; (g) changes in the Issuer's articles of incorporation or bylaws or other actions that may impede the acquisition of control of the Issuer by any person; (h) causing any class of the Issuer's securities to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) causing a class of equity securities of the Issuer to become eligible for termination of registration pursuant to Section 12 of the Exchange Act; or (j) any action similar to those enumerated above. Except as described in Item 6 and this Item 4 and any plans or proposals that may from time to time be discussed or considered by the directors of the Issuer, including Krol, who is also a manager of Management, in their fiduciary capacities as directors of the Issuer, the Reporting Persons do not currently have any plans or proposals that relate to or would result in any of the actions specified in clause (a) through (j) of this paragraph.

The Reporting Persons reserve the right, based on all relevant factors and subject to applicable law or other restrictions, at any time and from time to time, to acquire additional Shares, dispose of some or all of the Shares, in each case in open market or private transactions, block sales or otherwise, and review or reconsider their position, change their purpose, take other actions (including actions that could involve one or more of the types of transactions or have one or more of the results described in clauses (a) through (j) of the foregoing paragraph of this Item 4) or formulate and implement plans or proposals with respect to any of the foregoing. Except as set forth in this Schedule 13D, no contract, arrangement, relationship or understanding (either oral or written) exists among the Reporting Persons as to the acquisition, disposition, voting or holding of Shares.

The Reporting Persons intend to review their investment in the Issuer from time to time on the basis of various factors, including the Issuer's business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's stock in particular, as well as other developments.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) and (b) As of November 20, 2020, the Fund beneficially owned and had shared voting and dispositive power with respect to 615,643 Shares, representing approximately 6.8% of the approximately 9.1 million shares of common stock issued and outstanding as of November 20, 2020 as reported in the Issuer's Current Report on Form 8-K, as filed with the Securities and Exchange Commission on November 20, 2020.

As of November 20, 2020, Management, by virtue of its position as manager of the Fund, may be deemed to beneficially own and had shared voting and dispositive power with respect to 615,643 Shares, representing approximately 6.8% of the approximately 9.1 million shares of common stock issued and outstanding as of November 20, 2020 as reported in the Issuer's Current Report on Form 8-K, as filed with the Securities and Exchange Commission on November 20, 2020.

As of November 20, 2020, each of Krol, Bosman and de Haan, by virtue of their position as managers of Management, may be deemed to beneficially own and had shared voting and dispositive power with respect to 615,643 Shares, representing approximately 6.8% of the approximately 9.1 million shares of common stock issued and outstanding as of November 20, 2020 as reported in the Issuer's Current Report on Form 8-K, as filed with the Securities and Exchange Commission on November 20, 2020.

(c) Information with respect to all transactions in the Shares beneficially owned by the Reporting Persons that were effected during the past sixty days is set forth in Item 4 and incorporated herein by reference.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

The information set forth in Item 4 hereof is hereby incorporated by reference into this Item 6. Except as referenced above or described in Item 4 hereof, there are no contracts, arrangements, understandings or relationships among the Reporting Persons or between such Reporting Persons and any other person with respect to any securities of the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 99.1 Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended

Exhibit 99.2 Form of Lock-Up Agreement

SIGNATURES

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

Dated: December 3, 2020

Coöperatieve Aescap Venture I U.A.

By: /s/Patrick Krol | /s/Hans Bosman

Name: Aescap Venture Management B.V., represented by Patrick Krol and Hans Bosman

Title: Managing Directors

Aescap Venture Management B.V.

By: /s/Patrick Krol | /s/Hans Bosman

Name: Patrick Krol and Hans Bosman

Title: Managing Directors

Patrick Johan Hendrik Krol

By: /s/Patrick Johan Hendrik Krol

Johan Gerhard Bosman

By: /s/Johan Gerhard Bosman

Michiel Alexander de Haan

By: /s/Michiel Alexander de Haan

EXHIBIT INDEX

Exhibit No.	Description
99.1	Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended
99.2	Form of Lock-Up Agreement

Joint Filing Agreement

In accordance with Rule 13d-1(f) under the Securities and Exchange Act of 1934, the persons or entities named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Shares of the Issuer and further agree that this joint filing agreement be included as an exhibit to this Schedule 13D. In evidence thereof, the undersigned, being duly authorized, have executed this Joint Filing Agreement as of December 3, 2020.

Coöperatieve Aescap Venture I U.A.

By: /s/Patrick Krol | /s/Hans Bosman

Name: Aescap Venture Management B.V., represented by Patrick Krol and Hans Bosman

Title: Managing Directors

Aescap Venture Management B.V.

By: /s/Patrick Krol | /s/Hans Bosman

Name: Patrick Krol and Hans Bosman

Title: Managing Directors

Patrick Johan Hendrik Krol

By: /s/Patrick Johan Hendrik Krol

Johan Gerhard Bosman

By: /s/Johan Gerhard Bosman

Michiel Alexander de Haan

By: /s/Michiel Alexander de Haan

Seller Lock-up Agreement

[•], 2020

F-Star Therapeutics Ltd.

Eddeva B920
Babraham Research Campus
Cambridge, CB22 3AT
UK

Re: F-Star Therapeutics Ltd.

Ladies and Gentlemen:

The undersigned of this lock-up agreement (this "Lock-Up Agreement") understands that Spring Bank Pharmaceuticals, Inc., a Delaware corporation ("Company"), proposes to enter into a Share Exchange Agreement (the "Share Exchange Agreement") with F-Star Therapeutics Ltd., a company registered in England and Wales with company number 11532458 ("F-Star"), and the Persons listed on Schedule I to the Share Exchange Agreement (the "Sellers"), pursuant to which the Sellers will sell, transfer and convey to Company, and Company will purchase from Sellers, all of the issued and outstanding F-Star Shares (the "Acquisition") on the terms set forth in the Share Exchange Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Share Exchange Agreement.

As a material inducement to each of Company, F-Star and the Sellers to enter into the Share Exchange Agreement and to consummate the Contemplated Transactions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of F-Star, the undersigned will not, during the period commencing on the date hereof and ending on the date that is 180 days after the Closing Date (the "Lock-Up Period"), directly or indirectly:

- (i) offer, pledge, sell, contract to sell, sell any option, warrant or contract to purchase, purchase any option, warrant or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer, assign or dispose of (or enter into any transaction that is designed to, or could reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate of the undersigned or any Person in privity with the undersigned or any Affiliate of the undersigned), or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to, any shares of Company Common Stock or any securities convertible into or exercisable or exchangeable for Company Common Stock (including without limitation, Company Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of a stock option or warrant) (collectively, the "Stockholder's Shares");
-

- (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Company Common Stock or such other securities, in each case above, that are currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned and whether any such transaction described in this clause (ii) or clause (i) above is to be settled by delivery of Company Common Stock or such other securities, in cash or otherwise;
- (iii) make any demand for or exercise any similar right with respect to the registration of any shares of Company Common Stock or any security convertible into or exercisable or exchangeable for Company Common Stock;
- (iv) grant any proxies or powers of attorney with respect to any of the Stockholders' Shares, deposit any of the Stockholder's Shares into a voting trust or enter into a voting agreement or similar arrangement or commitment with respect to any of the Stockholder's Shares; or
- (v) publicly disclose the intention to do any of the foregoing.

The restrictions and obligations contemplated by this Lock-Up Agreement shall not apply to:

- (a) transfers of Company Common Stock or securities convertible into or exercisable or exchangeable for Company Common Stock:
 - (i) if the undersigned is a natural person, (A) to a Family Member or a trust formed for the benefit of the undersigned or the undersigned's Family Member, (B) the undersigned's estate, (C) by bona fide gift, will or intestacy, or (D) any partnership, corporation or limited liability company which is controlled by the undersigned or any such Family Member(s);
 - (ii) if the undersigned is a corporation, partnership or other business entity, (A) to another corporation, partnership or other business entity that is an affiliate (as defined under Rule 12b-2 of the Exchange Act) of the undersigned, including investment funds or other entities under common control or management with the undersigned, (B) any distribution or dividend to equity holders (including, without limitation, general or limited partners and members) of the undersigned (including upon the liquidation and dissolution of the undersigned pursuant to a plan of liquidation approved by the undersigned's equity holders) or (C) as a bona fide gift to a charitable organization; or
 - (iii) if the undersigned is a trust, to a grantor or beneficiary of the trust; provided, that in the case of any transfer or distribution pursuant to this clause (a), such transfer is not for value and each donee, heir, beneficiary or other transferee or distributee shall sign and deliver to Company a lock-up agreement in the form of this Lock-Up Agreement;

- (b) the exercise of options or warrants to purchase shares of Company Common Stock or the receipt of shares of Company Common Stock upon the vesting of restricted stock awards or vesting and settlement of restricted stock units or performance share units and any related transfer of shares of Company Common Stock to Company or sales of Company Common Stock (i) deemed to occur upon the cashless exercise of such options or exercise of such warrants or (ii) for the purpose of paying the exercise price of such options or warrants or for paying taxes (including estimated taxes) due as a result of the exercise of such options or warrants or as a result of the vesting of such shares of Company Common Stock under such restricted stock awards or the vesting and settlement of such restricted stock units or performance share units (or the disposition to Company of any shares of restricted stock granted pursuant to the terms of any employee benefit plan); *provided* that if any filing is required under Section 16(a) of the Exchange Act in connection with such exercise, sale of Company Common Stock, or receipt, such filing shall include a statement to the effect that such filing and sale, if applicable, is the result of the exercise or receipt of equity-based securities pursuant to the Company's equity incentive plans;
- (c) transfers by the undersigned of securities acquired in the open market following the Closing;
- (d) the establishment of a trading plan that satisfies all of the requirements of Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan") for the transfer of shares of Company Common Stock; provided that no transfers or sales of Company Common Stock or securities convertible into, or exchangeable or exercisable for, Company Common Stock, shall be made pursuant to such 10b5-1 Plan prior to the expiration of the Lock-Up Period; provided further, that if any announcement or filing under the Exchange Act regarding the establishment or existence of such 10b5-1 Plan shall be required or made voluntarily by the undersigned, the Company or any other person prior to the expiration of the Lock-Up Period, such announcement shall include a statement that sales under such 10b5-1 Plan will not occur until after the expiration of the Lock-Up Period; or
- (e) the sale of shares of Company Common Stock by the holders of options granted by F-Star pursuant to the F-star EMI Share Option Scheme, the F-star Alpha Limited Share Option Scheme and the F-star Beta Limited Share Option Scheme, for the purpose of paying the exercise price of such options or for paying taxes (including estimated taxes, and including also any primary or secondary national insurance contributions in the United Kingdom for which the holders of such options are liable) due as a result of the exercise, waiver or release of such options; or

(f) the number of shares of Company Common Stock, if any, received in exchange for ordinary shares of F-Star purchased in the F-Star Pre-Closing Financing,

provided, further, that in the case of any such transfer, distribution, sale or other arrangement pursuant to any of the foregoing clauses (a) through (e), no filing by any party (donor, donee, transferor or transferee) or the undersigned, or any director affiliated with any party (donor, donee, transferor or transferee) or the undersigned, under the Exchange Act, or other public announcement shall be required or shall be made voluntarily in connection with such transfer, distribution, sale or other arrangement, other than a filing on a Form 5 made after the expiration of the Lock-Up Period.

For the avoidance of doubt, in no event shall the terms of this Lock-Up Agreement apply to any shares purchased in the public market following the Closing Date.

Any attempted transfer in violation of this Lock-Up Agreement will be of no effect and null and void, regardless of whether the purported transferee has any actual or constructive knowledge of the transfer restrictions set forth in this Lock-Up Agreement, and will not be recorded on the share register of Company. In furtherance of the foregoing, the undersigned agrees that Company and any duly appointed transfer agent for the registration or transfer of the securities described herein are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement. F-Star may cause the legend set forth below, or a legend substantially equivalent thereto, to be placed upon any certificate(s) or other documents, ledgers or instruments evidencing the Stockholder's Shares:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AND MAY ONLY BE TRANSFERRED IN COMPLIANCE WITH A LOCK-UP AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned understands that (a) this Lock-Up Agreement is irrevocable and is binding upon the undersigned's heirs, legal representatives, successors and assigns and (b) if the Share Exchange Agreement is terminated pursuant to its terms, the undersigned shall be automatically released from all restrictions and obligations under this Lock-Up Agreement.

Any and all remedies herein expressly conferred upon F-Star and Company will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity, and the exercise by F-Star and/or Company of any one remedy will not preclude the exercise of any other remedy. The undersigned agrees that irreparable damage would occur to F-Star and Company in the event that any provision of this Lock-Up Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that F-Star and Company shall be entitled to an injunction or injunctions to prevent breaches of this Lock-Up Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which F-Star and Company are entitled at law or in equity, and the undersigned waives any bond, surety or other security that might be required of F-Star or Company with respect thereto.

This Lock-Up Agreement and any claim, controversy or dispute arising under or related to this Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any laws, rules or provisions that would cause the application of the laws of any other jurisdiction other than the State of Delaware.

The undersigned agrees that, to the extent that the terms of this Lock-Up Agreement conflict with or are in any way inconsistent with any prior investor rights agreement, prior registration rights agreement, prior market standoff agreement or any other prior lock-up or similar prior agreement to which the undersigned and either F-Star or Company may be a party, this Lock-Up Agreement supersedes such prior agreement.

This Lock-Up Agreement may be executed by facsimile or electronic (i.e., PDF) transmission, which is deemed an original.

[Remainder of page intentionally left blank; signature page follows]

Very truly yours,

EXECUTED
by

_____)

[Signature Page to Lock-up Agreement]
