

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

SCHEDULE 13D

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

Aduro Biotech, Inc.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

00739L101

(CUSIP Number)

**Morningside Venture (VI) Investments Ltd.
C/O THC Management Services S.A.M.
2nd Floor,
Le Prince De Galles
3-5 Avenue DesCitronniers
Monaco, MC 98000
011-377-97-97-47-37**

with a copy to:

Rosemary G. Reilly

Wilmer Cutler Pickering Hale and Dorr LLP

60 State Street

Boston, Massachusetts 02109

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

April 14, 2015

(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. o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 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).

CUSIP No. 00739L101

(1) Names of Reporting Persons
Morningside Venture (VI) Investments Ltd.

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

(a) ☒ x

(b) ☐ o

(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) o

(6) Citizenship or Place of Organization
British Virgin Islands

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

(8) Shared Voting Power
19,805,532

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
19,805,532

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
19,805,532

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

(13) Percent of Class Represented by Amount in Row (11)
32.56%

(14) Type of Reporting Person (See Instructions)
CO

CUSIP No. 00739L101

(1) Names of Reporting Persons
Louise Mary Garbarino

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

(a) x

(b) o

(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) ☐

(6) Citizenship or Place of Organization
United Kingdom

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

(8) Shared Voting Power
19,805,532

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
19,805,532

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
19,805,532

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

(13) Percent of Class Represented by Amount in Row (11)
32.56%

(14) Type of Reporting Person (See Instructions)
IN

(1) Names of Reporting Persons
Wong Yuk Lan

(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
(a)	<input checked="" 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 Hong Kong SAR	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 19,805,532
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 19,805,532
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 19,805,532	
(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) 32.56%	
(14)	Type of Reporting Person (See Instructions) IN	

(1)	Names of Reporting Persons Ultimate Keen Limited	
<hr/>		
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
(a)	x	
(b)	o	
<hr/>		
(3)	SEC Use Only	
<hr/>		
(4)	Source of Funds (See Instructions) WC	
<hr/>		
(5)	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o	
<hr/>		
(6)	Citizenship or Place of Organization British Virgin Islands	
<hr/>		
	(7)	Sole Voting Power 0
<hr/>		
Number of Shares Beneficially Owned by Each Reporting Person With:	(8)	Shared Voting Power 5,602,499
	<hr/>	
	(9)	Sole Dispositive Power 0
<hr/>		
	(10)	Shared Dispositive Power 5,602,499
<hr/>		
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 5,602,499	
<hr/>		
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o	
<hr/>		
(13)	Percent of Class Represented by Amount in Row (11) 9.2%	
<hr/>		
(14)	Type of Reporting Person (See Instructions) CO	
<hr/>		

(1)	Names of Reporting Persons Raymond Long Sing Tang	
(2)	Check the Appropriate Box if a Member of a Group (See Instructions)	
(a)	<input checked="" type="checkbox"/> x	
(b)	<input type="checkbox"/> o	
(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"/> o	
(6)	Citizenship or Place of Organization United Kingdom	
Number of Shares Beneficially Owned by Each Reporting Person With:	(7)	Sole Voting Power 0
	(8)	Shared Voting Power 5,602,499
	(9)	Sole Dispositive Power 0
	(10)	Shared Dispositive Power 5,602,499
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person 5,602,499	
(12)	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> o	
(13)	Percent of Class Represented by Amount in Row (11) 9.2%	

(14) Type of Reporting Person (See Instructions)
IN

CUSIP No. 00739L101

(1) Names of Reporting Persons
Jill Marie Franklin

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

(a) ☒ x

(b) ☐ o

(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) ☐ o

(6) Citizenship or Place of Organization
United Kingdom

(7) Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

(8) Shared Voting Power
5,602,499

(9) Sole Dispositive Power
0

(10) Shared Dispositive Power
5,602,499

(11) Aggregate Amount Beneficially Owned by Each Reporting Person
5,602,499

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

(13) Percent of Class Represented by Amount in Row (11)
9.2%

(14) Type of Reporting Person (See Instructions)
IN

7

CUSIP No. 00739L101

Item 1. Security and Issuer.

This statement on Schedule 13D relates to the Reporting Persons' (as defined in Item 2 below) beneficial ownership interest in the common stock, par value \$0.0001 per share (the "Common Stock"), of Aduro Biotech, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive office of the Issuer is 626 Bancroft Way, 3C, Berkeley, California 94710. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Item 2. Identity and Background.

(a) This statement is filed by:

- (i) Morningside Venture (VI) Investments Ltd., a British Virgin Islands exempted company ("MVIL"), with respect to the Common Stock directly and beneficially owned by it;
- (ii) Louise Mary Garbarino, with respect to the Common Stock beneficially owned by her as a result of her position as a director with MVIL;
- (iii) Wong Yuk Lan, with respect to the Common Stock beneficially owned by her as a result of her position as a director with MVIL;
- (iv) Ultimate Keen Limited, a British Virgin Islands exempted company ("UKL"), with respect to the Common Stock directly and beneficially owned by it;
- (v) Raymond Long Sing Tang, with respect to the Common Stock beneficially owned by him as a result of his position as a director with UKL; and
- (vi) Jill Marie Franklin, with respect to the Common Stock beneficially owned by her as a result of her position as a director with UKL.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons."

Louise Mary Garbarino, and Wong Yuk Lan, are the directors of MVIL and share voting and dispositive power with respect to the securities held by MVIL. Ms. Garbarino and Ms. Wong each disclaim beneficial ownership of the securities owned directly by MVIL, except to the extent of their pecuniary interest therein. MVIL disclaims beneficial ownership of the securities owned directly by UKL.

Raymond Long Sing Tang, and Jill Marie Franklin, are the directors of UKL and share voting and dispositive power with respect to the securities held by UKL. Mr. Tang and Ms. Franklin each disclaim beneficial ownership of the securities owned directly by UKL, except to the extent of their pecuniary interest therein. UKL disclaims beneficial ownership of the securities owned directly by MVIL.

(b) The business address of each of the Reporting Persons is:

8

CUSIP No. 00739L101

- (i) With respect to MVIL, Ms. Garbarino and Ms. Wong:
c/o THC Management Services S.A.M.
2nd Floor, Le Prince De Galles
3-5 Avenue Des Citronniers
MC 98000, Monaco

With copies to:
Rosemary G. Reilly
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109

- (ii) With respect to UKL, Mr. Tang and Ms. Franklin:
P.O. Box 957, Offshore Incorporations Centre
Road Town, Tortola
British Virgin Islands

With copies to:
Rosemary G. Reilly
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, Massachusetts 02109

- (c) The present principal business of MVIL, Ms. Garbarino, Ms. Wong, UKL, Mr. Tang and Ms. Franklin is the venture capital and private equity investment business.
- (d) No Reporting Person, during the last five years, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) No Reporting Person, during the last five years, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Citizenship of the Reporting Persons is as set forth below:

MVIL	British Virgin Islands
Ms. Garbarino	United Kingdom
Ms. Wong	Hong Kong SAR
UKL	British Virgin Islands
Ms. Franklin	United Kingdom
Mr. Tang	United Kingdom

CUSIP No. 00739L101

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

Between April 15, 2011, and January 31, 2013 MVIL acquired an aggregate of 15,497,614 shares of Series B Convertible Preferred Stock, 628,282 Common Stock Warrant Shares and 61,410 Series B Preferred Stock Warrant Shares of the Issuer for an aggregate purchase price of \$18,500,000.21. All such shares were acquired with working capital.

Between May 30, 2014, and December 15, 2014 MVIL acquired an aggregate of 15,345,433 shares of Series C Convertible Preferred Stock of the Issuer for an aggregate purchase price of \$33,299,590.50. All such shares were acquired with working capital.

On December 19, 2014, MVIL acquired an aggregate of 2,774,798 shares of Series D Preferred Stock of the Issuer for an aggregate purchase price of \$7,500,001.51. All such shares were acquired with working capital.

On October 10, 2014 MVIL transferred 4,991,177 shares of Series B Preferred Stock and 2,790,074 shares of Series C Preferred Stock to UKL.

On April 20, 2015, immediately prior to the closing of the Issuer's initial public offering, MVIL's shares of the Issuer's Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock and UKL's Series B Preferred Stock and Series C Preferred Stock were converted into Common Stock on a 0.72-for-1 basis.

On April 14, 2015, in connection with the Issuer's initial public offering, MVIL also acquired 441,176 shares of Common Stock for an aggregate purchase price of \$7,499,992. Such shares of Common Stock were acquired with working capital.

Item 4. Purpose of Transaction.

The shares of Common Stock reported herein were acquired solely for investment purposes with the aim of increasing the value of the investment and the Issuer.

Stephanie Monaghan O'Brien and Dr. Gerald Chan are directors of the Issuer and were designated as such by MVIL pursuant to an amended and restated voting agreement, which terminated upon the completion of the Issuer's initial public offering. Ms. O'Brien and Dr. Chan will continue to serve as directors after the Issuer's initial public offering.

Other than as described above, the Reporting Persons do not have any plans or proposals which would result in any of the following:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (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) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;

CUSIP No. 00739L101

- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer 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) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

The aggregate percentage of shares of Common Stock reported beneficially owned by each person named herein is determined in accordance with Securities and Exchange Commission ("SEC") rules and is based upon 60,810,792 shares of the Issuer's Common Stock outstanding as of April 14, 2015. The applicable SEC rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities.

A. Morningside Venture (VI) Investments Ltd.

- (a) As of the closing of business on April 14, 2015, MVIL beneficially owned 19,805,532 shares of Common Stock, representing a beneficial ownership of approximately 32.56% of the shares of Common Stock. All such shares are directly held by MVIL.
- (b)

1. Sole power to vote or direct vote:	-0-
2. Shared power to vote or direct vote:	19,805,532
3. Sole power to dispose or direct the disposition:	-0-
4. Shared power to dispose or direct the disposition:	19,805,532

B. Louise Mary Garbarino

- (a) As of the closing of business on April 14, 2015, Ms. Garbarino beneficially owned 19,805,532 shares of Common Stock, representing a beneficial ownership of approximately 32.56% of the shares of Common Stock. All such shares are directly held by MVIL.
- (b)

1. Sole power to vote or direct vote:	-0-
2. Shared power to vote or direct vote:	19,805,532
3. Sole power to dispose or direct the disposition:	-0-
4. Shared power to dispose or direct the disposition:	19,805,532

C. Wong Yuk Lan

- (a) As of the closing of business on April 14, 2015, Ms. Wong beneficially owned 19,805,532 shares of Common Stock, representing a beneficial ownership of approximately 32.56% of the shares of Common Stock. All such shares are directly held by MVIL.
- (b)

1. Sole power to vote or direct vote:	-0-
2. Shared power to vote or direct vote:	19,805,532
3. Sole power to dispose or direct the disposition:	-0-
4. Shared power to dispose or direct the disposition:	19,805,532

CUSIP No. 00739L101

D. Ultimate Keen Limited

- (a) As of the closing of business on April 14, 2015, UKL beneficially owned 5,602,499 shares of Common Stock, representing a beneficial ownership of approximately 9.1% of the shares of Common Stock. All such shares are directly held by UKL.
- (b)

1. Sole power to vote or direct vote:	-0-
2. Shared power to vote or direct vote:	5,602,499
3. Sole power to dispose or direct the disposition:	-0-
4. Shared power to dispose or direct the disposition:	5,602,499

E. Raymond Long Sing Tang

- (a) As of the closing of business on April 14, 2015, Mr. Tang beneficially owned 5,602,499 shares of Common Stock, representing a beneficial ownership of approximately 9.1% of the shares of Common Stock. All such shares are directly held by UKL.

(b)	1. Sole power to vote or direct vote:	-0-
	2. Shared power to vote or direct vote:	5,602,499
	3. Sole power to dispose or direct the disposition:	-0-
	4. Shared power to dispose or direct the disposition:	5,602,499

F. Jill Marie Franklin

- (a) As of the closing of business on April 14, 2015, Ms. Franklin beneficially owned 5,602,499 shares of Common Stock, representing a beneficial ownership of approximately 9.1% of the shares of Common Stock. All such shares are directly held by UKL.

(b)	1. Sole power to vote or direct vote:	-0-
	2. Shared power to vote or direct vote:	5,602,499
	3. Sole power to dispose or direct the disposition:	-0-
	4. Shared power to dispose or direct the disposition:	5,602,499

- (c) See Item 3.

- (d) Not applicable.

- (e) Not applicable.

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

Amended and Restated Investors' Rights Agreement

The Reporting Persons and certain other stockholders of the Issuer have entered into an Amended and Restated Investors' Rights Agreement dated December 19, 2014 (the "Investors' Rights Agreement") with the Issuer. The Investors' Rights Agreement provides these holders various rights, including the right to have the Issuer file registration statements covering their shares of Common Stock issued upon conversion of their preferred stock or request that such shares be covered by a registration statement that

CUSIP No. 00739L101

the Issuer is otherwise filing, the right to receive certain financial information and the right to participate in future equity offerings.

Demand Registration Rights

Pursuant to the Investors' Rights Agreement, at any time beginning after the earlier of December 19, 2016 or six months following the date of the prospectus, the holders of at least (a) a majority of the Issuer's Common Stock issued or issuable upon conversion of the Issuer's Series C preferred stock and Series D preferred stock, voting together as a single class, or (b) a majority of the Issuer's Common Stock issued or issuable upon conversion of the Issuer's Series B preferred stock, have the right to make up to two demands that the Issuer file a registration statement under the Securities Act covering all or a portion of their shares with an anticipated aggregate offering price of securities of at least \$5.0 million, subject to certain specified exceptions. *Form S-3 Registration Rights*

Pursuant to the Investors' Rights Agreement, if the Issuer is eligible to file a registration statement on Form S-3, holders of registrable securities have the right to demand that the Issuer file a registration statement on Form S-3 so long as the aggregate amount of securities to be sold under the registration statement on Form S-3 is at least \$1.5 million, subject to specified exceptions.

"Piggyback" Registration Rights

Pursuant to the Investors' Rights Agreement, if the Issuer registers any securities for public sale, holders of registration rights will have the right to include their shares in the registration statement. The underwriters of any underwritten offering will have the right to limit the number of shares having registration rights to be included in the registration statement.

Expenses of Registration

Generally, the Issuer is required to bear all registration and selling expenses incurred in connection with the demand, piggyback and Form S-3 registrations described above, other than underwriting discounts and commissions.

Expiration of Registration Rights

The demand, piggyback and Form S-3 registration rights discussed above will terminate upon the earlier of (i) April 20, 2020, (ii) the date on which no Purchaser (as defined in the Investors' Rights Agreement) holds any Registrable Shares (as defined in the Investors' Rights Agreement) or (iii) a Company Sale (as defined in the Investors' Rights Agreement).

Lock-up Agreements

MVIL and UKL have agreed have agreed not to sell or transfer any Common Stock or securities convertible into, exchangeable for, exercisable for, or repayable with Common Stock, for 180 days after April 1, 2015 without first obtaining the written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Leerink Partners LLC. Specifically, MVIL and UKL have agreed, with certain limited exceptions, not to directly or indirectly offer, pledge,

sell or contract to sell any Common Stock, sell any option or contract to purchase any Common Stock, purchase any option or contract to sell any Common Stock, grant any option, right or warrant for the sale of any Common Stock, lend or otherwise dispose of or transfer any Common Stock, request or demand that the Issuer file a registration statement related to the Common Stock, or enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any Common Stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise. This lock-up provision applies to Common Stock and to securities convertible into or exchangeable or exercisable for or repayable with Common Stock. It also applies to Common Stock owned now or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition.

CUSIP No. 00739L101

Item 7. Material to be Filed as Exhibits.

The following documents are filed as Exhibits to this statement:

Exhibit Number	Exhibit Description
99.1	Joint Filing Agreement
99.2	Amended and Restated Investors’ Rights Agreement, dated December 19, 2014., by and among the Issuer and the other parties thereto (incorporated by reference to Exhibit 4.2 to the Issuer’s Registration Statement on Form S-1 (SEC File No. 333-202667), filed by the Issuer on March 11, 2015).
99.3	Letter Agreement December 22, 2014 regarding Proposed Public Offering by Aduro BioTech, Inc. between the Underwriters and Morningside Ventures (VI) Ltd.
99.4	Letter Agreement dated December 22, 2014 regarding Proposed Public Offering by Aduro BioTech, Inc. between the Underwriters and Ultimate Keen Limited.

CUSIP No. 00739L101

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, we certify that the information set forth in this statement is true, complete and correct. We also hereby agree to file this statement jointly pursuant to the Agreement listed on Exhibit 99.1 hereto.

Dated: April 24, 2015

MORNINGSIDE VENTURE (VI) INVESTMENTS LTD.

By: /s/ Louise Mary Garbarino
Louise Mary Garbarino, Director

/s/ Louise Mary Garbarino
Louise Mary Garbarino

/s/ Wong Yuk Lan
Wong Yuk Lan

ULTIMATE KEEN LIMITED

By: /s/ Jill Marie Franklin
Jill Marie Franklin, Director

/s/ Jill Marie Franklin
Jill Marie Franklin

/s/ Raymond Long Sing Tang
Raymond Long Sing Tang

JOINT FILING AGREEMENT

The undersigned, being duly authorized thereunder, hereby execute this agreement as an exhibit to this Schedule 13D to evidence the agreement of the below-named parties, in accordance with the rules promulgated pursuant to the Securities Exchange Act of 1934, to file this Schedule jointly on behalf of each such party.

MORNINGSIDE VENTURE (VI) INVESTMENTS LTD.

By: /s/ Louise Mary Garbarino
Louise Mary Garbarino, Director

/s/ Louise Mary Garbarino
Louise Mary Garbarino

/s/ Wong Yuk Lan
Wong Yuk Lan

ULTIMATE KEEN LIMITED

By: /s/ Jill Marie Franklin
Jill Marie Franklin, Director

/s/ Jill Marie Franklin
Jill Marie Franklin

/s/ Raymond Long Sing Tang
Raymond Long Sing Tang

December 22, 2014

Merrill Lynch, Pierce, Fenner & Smith
Incorporated,
Leerink Partners LLC
as Representatives of the several
Underwriters to be named in the
within-mentioned Underwriting Agreement
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Re: Proposed Public Offering by Aduro BioTech, Inc.

Dear Sirs:

The undersigned, a securityholder, officer and/or director of Aduro BioTech, Inc., a Delaware corporation (the "Company"), understands that Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Leerink Partners LLC ("Leerink") propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with the Company providing for the public offering ("Public Offering") of shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock"). In recognition of the benefit that such an offering will confer upon the undersigned as a securityholder, officer and/or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the "Lock-Up Period"), the undersigned will not, without the prior written consent of Merrill Lynch and Leerink, directly or indirectly, (i) 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 any shares of the Company's Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the "Lock-Up Securities"), or exercise any right with respect to the registration of any of the Lock-up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed securities of the Company the undersigned may purchase in the Public Offering. In addition, the undersigned hereby agrees that the undersigned will not make any demand for or exercise any right (except in connection with an Underwritten Sale (as defined below)) with respect to any registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for shares of Common Stock during the Lock-Up Period.

If the undersigned is an officer or director of the Company, (1) Merrill Lynch and Leerink agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of the Common Stock, Merrill Lynch and Leerink will notify the Company of the impending release or waiver, and (2) the Company has agreed, or will agree, in

1

the Underwriting Agreement to announce the impending release or waiver by (A) press release through a major news service at least two business days before the effective date of the release or waiver, or (B) any other method reasonably acceptable to Merrill Lynch and Leerink that satisfies the obligations described in FINRA Rule 5131(d)(2). Any release or waiver granted by Merrill Lynch and Leerink hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may, without the prior written consent of Merrill Lynch and Leerink:

- (a) transfer the Lock-Up Securities provided that (1) Merrill Lynch and Leerink receive a signed lock-up agreement for the balance of the lockup period from each donee, trustee, distributee, or transferee, as the case may be, (2) any such transfer shall not involve a disposition for value, (3) such transfers are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (4) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:
 - (i) as a *bona fide* gift or gifts or for *bona fide* estate planning purposes; or
 - (ii) by will or intestate succession upon the death of the undersigned; or
 - (iii) to any trust or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin), or if the undersigned is a trust, to any beneficiary (including such beneficiary's estate) of the undersigned; or
 - (iv) as a distribution to limited partners, general partners, limited liability company members or stockholders of the undersigned; or
 - (v) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned;

- (b) sell or transfer shares of Common Stock to the underwriters in the Public Offering;
- (c) transfer Lock-Up Securities to the Company upon a vesting event of the Company's securities, pursuant to arrangements under which the Company has the option to repurchase such shares or a right of first refusal with respect to transfers of such shares or upon the exercise or conversion of options or warrants to purchase the Company's securities, in each case, on a "cashless" or "net exercise" basis or to cover tax withholding obligations of the undersigned in connection with such vesting or exercise, provided that (1) any filing under Section 16 of the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that (A) the filing relates to the circumstances described above and (B) no Lock-Up Securities were sold by the reporting person other than such transfers to the Company as described above and (2) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Lock-Up Period;

2

- (d) convert shares of preferred stock of the Company into shares of Common Stock of the Company, provided that any shares of Common Stock received upon such conversion remain subject to the terms of this lock-up agreement;
- (e) transfer Lock-Up Securities by operation of law, including pursuant to a domestic order, a negotiated divorce settlement or other court order, provided that Lock-Up Securities received upon such transfer remain subject to the terms of this lock-up agreement; or
- (f) transfer Lock-Up Securities pursuant to a *bona fide* third party tender offer, merger, consolidation or other similar transaction made to all holders of Lock-Up Securities involving a change of control of the Company, provided that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities owned by the undersigned shall remain subject to the restrictions contained in this lock-up agreement. "Change of control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction 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 more than 50% of the outstanding voting securities of the Company (or the surviving entity).

Furthermore, the undersigned may sell shares of Common Stock of the Company purchased by the undersigned on the open market following the Public Offering, and, unless the undersigned is a director or officer of the Company, any securities of the Company the undersigned may purchase in the Public Offering, whether or not issuer directed, if and only if (i) such sales are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the Exchange Act during the Lock-Up Period and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales during the Lock-Up Period.

If any record or beneficial owner of any securities of the Company is granted an early release from the restrictions described herein during the Lock-Up Period with respect to any securities of the Company having a fair market value in excess of \$3,000,000 in the aggregate (whether in one or multiple releases), then the undersigned shall also be granted an early release from its obligations hereunder on a pro rata basis with all other record or beneficial holders of similarly restricted securities of the Company based on the maximum percentage of shares held by any such record or beneficial holder being released from such holder's lock-up agreement, with such early release to be effected at the sole option of the undersigned, which election shall be communicated in writing to Merrill Lynch and Leerink prior to effecting such release; provided, however, that in the case of an early release from the restrictions described herein during the Lock-Up Period in connection with an underwritten public offering, whether or not such offering or sale is wholly or partially a secondary offering of the Company's Common Stock (an "Underwritten Sale"), such early release shall only apply with respect to the undersigned's participation in such Underwritten Sale. In the event that, as a result of this paragraph, any securities of the Company held by the undersigned are released from the restrictions imposed by this lock-up agreement, Merrill Lynch and Leerink shall use their commercially reasonable efforts to notify the Company within three business days that the same percentage of securities of the Company held by the undersigned has been released; provided that the failure to give such notice shall not give rise to any claim or liability against Merrill Lynch or Leerink. Notwithstanding any other provisions of this lock-up agreement, if Merrill Lynch in its sole judgment determines that a record or beneficial owner of any securities should be granted an early release from a lock-up agreement due to circumstances of an emergency or hardship, then the undersigned shall not have any right to be granted an early release pursuant to the terms of this paragraph.

3

In addition, the restrictions on transfer and disposition of the Lock-Up Securities during the Lock-Up Period shall not apply to the repurchase of Lock-Up Securities by the Company in connection with the termination of the undersigned's employment or other service with the Company.

Nothing in this lock-up agreement shall preclude the establishment of a new trading plan meeting the requirements of Rule 10b5-1 under the Exchange Act; provided, that (i) no public report or filing under Section 16 of the Exchange Act shall be required during the Lock-Up Period, (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding the establishment of such plan during the Lock-Up Period, and (iii) no sales are made during the Lock-Up Period pursuant to such plan.

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 Lock-Up Securities except in compliance with the foregoing restrictions. This lock-up agreement shall automatically terminate, and the undersigned shall be released from its obligations hereunder upon the earliest to occur, if any, of (a) June 30, 2015, in the event that the Underwriting Agreement has not been executed by such date (provided, that the Company may by written notice to the undersigned prior to June 30, 2015 extend such date for a period of up to an additional three months), (b) the date that the registration statement with respect to the Public Offering is withdrawn by the Company, (c) the date the Company notifies Merrill Lynch and Leerink in writing prior to the date of execution of the Underwriting Agreement that it does not intend to proceed with the Public Offering, or (d) the date the Underwriting Agreement (other than the provisions thereof that survive termination) shall terminate or be terminated prior to payment for and delivery of the shares of Common Stock to be sold thereunder.

4

Very truly yours,

/s/ Louise Garbarino /s/ Jill Franklin

(Signature)

For and on behalf of

Morningside Venture (VI) Investments Limited

(Exact Name of Stockholder)

2nd Floor, Le Prince de Galles, 3-5 Avenue des Citronniers, MC 98000,
Monaco

(Address)

[SIGNATURE PAGE TO ADURO BIOTECH, INC. LOCK-UP]

December 22, 2014

Merrill Lynch, Pierce, Fenner & Smith
Incorporated,
Leerink Partners LLC
as Representatives of the several
Underwriters to be named in the
within-mentioned Underwriting Agreement
c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Re: Proposed Public Offering by Aduro BioTech, Inc.

Dear Sirs:

The undersigned, a securityholder, officer and/or director of Aduro BioTech, Inc., a Delaware corporation (the "Company"), understands that Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Leerink Partners LLC ("Leerink") propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with the Company providing for the public offering ("Public Offering") of shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock"). In recognition of the benefit that such an offering will confer upon the undersigned as a securityholder, officer and/or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement that, during the period beginning on the date hereof and ending on the date that is 180 days from the date of the Underwriting Agreement (the "Lock-Up Period"), the undersigned will not, without the prior written consent of Merrill Lynch and Leerink, directly or indirectly, (i) 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 any shares of the Company's Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the "Lock-Up Securities"), or exercise any right with respect to the registration of any of the Lock-up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed securities of the Company the undersigned may purchase in the Public Offering. In addition, the undersigned hereby agrees that the undersigned will not make any demand for or exercise any right (except in connection with an Underwritten Sale (as defined below)) with respect to any registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for shares of Common Stock during the Lock-Up Period.

If the undersigned is an officer or director of the Company, (1) Merrill Lynch and Leerink agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of the Common Stock, Merrill Lynch and Leerink will notify the Company of the impending release or waiver, and (2) the Company has agreed, or will agree, in

1

the Underwriting Agreement to announce the impending release or waiver by (A) press release through a major news service at least two business days before the effective date of the release or waiver, or (B) any other method reasonably acceptable to Merrill Lynch and Leerink that satisfies the obligations described in FINRA Rule 5131(d)(2). Any release or waiver granted by Merrill Lynch and Leerink hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may, without the prior written consent of Merrill Lynch and Leerink:

- (a) transfer the Lock-Up Securities provided that (1) Merrill Lynch and Leerink receive a signed lock-up agreement for the balance of the lockup period from each donee, trustee, distributee, or transferee, as the case may be, (2) any such transfer shall not involve a disposition for value, (3) such transfers are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (4) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:
 - (i) as a *bona fide* gift or gifts or for *bona fide* estate planning purposes; or
 - (ii) by will or intestate succession upon the death of the undersigned; or
 - (iii) to any trust or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this lock-up agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin), or if the undersigned is a trust, to any beneficiary (including such beneficiary's estate) of the undersigned; or
 - (iv) as a distribution to limited partners, general partners, limited liability company members or stockholders of the undersigned; or
 - (v) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned;

- (b) sell or transfer shares of Common Stock to the underwriters in the Public Offering;
- (c) transfer Lock-Up Securities to the Company upon a vesting event of the Company's securities, pursuant to arrangements under which the Company has the option to repurchase such shares or a right of first refusal with respect to transfers of such shares or upon the exercise or conversion of options or warrants to purchase the Company's securities, in each case, on a "cashless" or "net exercise" basis or to cover tax withholding obligations of the undersigned in connection with such vesting or exercise, provided that (1) any filing under Section 16 of the Exchange Act made during the Lock-Up Period shall clearly indicate in the footnotes thereto that (A) the filing relates to the circumstances described above and (B) no Lock-Up Securities were sold by the reporting person other than such transfers to the Company as described above and (2) the undersigned does not otherwise voluntarily effect any other public filing or report regarding such transfers during the Lock-Up Period;

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- (d) convert shares of preferred stock of the Company into shares of Common Stock of the Company, provided that any shares of Common Stock received upon such conversion remain subject to the terms of this lock-up agreement;
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- (f) transfer Lock-Up Securities pursuant to a *bona fide* third party tender offer, merger, consolidation or other similar transaction made to all holders of Lock-Up Securities involving a change of control of the Company, provided that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities owned by the undersigned shall remain subject to the restrictions contained in this lock-up agreement. "Change of control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction 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 more than 50% of the outstanding voting securities of the Company (or the surviving entity).

Furthermore, the undersigned may sell shares of Common Stock of the Company purchased by the undersigned on the open market following the Public Offering, and, unless the undersigned is a director or officer of the Company, any securities of the Company the undersigned may purchase in the Public Offering, whether or not issuer directed, if and only if (i) such sales are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the Exchange Act during the Lock-Up Period and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales during the Lock-Up Period.

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4

Very truly yours,

/s/ Raymond Tang /s/ Alice Li

(Signature)

For and on behalf of Ultimate Keen Limited

(Exact Name of Stockholder)

P.O. Box 957, Offshore Incorporation Centre

Road Town, Tortola, British Virgin Islands

(Address)

[SIGNATURE PAGE TO ADURO BIOTECH, INC. LOCK-UP]
