

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

**SCHEDULE 13D
(Amendment No. __)***

BridgeBio Pharma, Inc.

(Name of Issuer)

Common Stock, \$0.001 par value per share

(Title of Class of Securities)

10806X102

(CUSIP Number)

**Andrew Genser
General Counsel
55 Railroad Avenue
Greenwich, Connecticut 06830
203-863-7050**

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

June 27, 2019

(Date of Event Which Requires Filing of this Statement)

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

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

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

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, 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:
Viking Global Investors LP

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)
OO – other

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
26,620,991 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
26,620,991 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
26,620,991 (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)
22.1% (see Item 5) ⁽¹⁾

14. Type of Reporting Person (See Instructions)
PN

(1) All share percentage calculations in this Schedule 13D are based on 120,499,967 shares of Common Stock, \$0.001 par value per share, of BridgeBio Pharma, Inc. (the "Issuer") outstanding upon closing of the Issuer's initial public offering (assuming no exercise of the underwriters' option to purchase additional shares), as reported in the Issuer's prospectus dated June 26, 2019 filed with the Securities and Exchange Commission on June 28, 2019 pursuant to Rule 424(b)(4) of the Securities Act of 1933, as amended.

1. Name of Reporting Persons:
Viking Global Performance LLC

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)
OO – other

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
631,167 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
631,167 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
631,167 (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)
0.5% (see Item 5)

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Persons:
Viking Global Equities Master Ltd.

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

(a) o

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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

6. Citizenship or Place of Organization
Cayman Islands

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
631,167 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
631,167 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
631,167 (see Item 5)

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)
0.5% (see Item 5)

14. Type of Reporting Person (See Instructions)
CO

1. Name of Reporting Persons:
Viking Long Fund GP LLC

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

- (a) o
- (b) ☒
-

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
251,204 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
251,204 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
251,204 (see Item 5)

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)
0.2% (see Item 5)

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Persons:
Viking Long Fund Master Ltd.

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

(a) o

(b) ☒

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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

6. Citizenship or Place of Organization
Cayman Islands

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
251,204 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
251,204 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
251,204 (see Item 5)

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)
0.2% (see Item 5)

14. Type of Reporting Person (See Instructions)
CO

1. Name of Reporting Persons:
Viking Global Opportunities GP LLC

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

(a) o

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
25,738,620 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
25,738,620 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
25,738,620 (see Item 5)

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)
21.4% (see Item 5)

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Persons:
Viking Global Opportunities Portfolio GP LLC

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

(a) o

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
25,738,620 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
25,738,620 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
25,738,620 (see Item 5)

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)
21.4% (see Item 5)

14. Type of Reporting Person (See Instructions)
OO

1. Name of Reporting Persons:
Viking Global Opportunities Illiquid Investments Sub-Master LP

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

(a) o

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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

6. Citizenship or Place of Organization
Cayman Islands

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
25,738,620 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
25,738,620 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
25,738,620 (see Item 5)

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)
21.4% (see Item 5)

14. Type of Reporting Person (See Instructions)
PN

1. Name of Reporting Persons:
O. Andreas Halvorsen

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

(a) o

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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

6. Citizenship or Place of Organization
Norway

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
26,620,991 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
26,620,991 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
26,620,991 (see Item 5)

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)
22.1% (see Item 5)

14. Type of Reporting Person (See Instructions)
IN

1. Name of Reporting Persons:
David C. Ott

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

(a) o

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO – other

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 States

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
26,620,991 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
26,620,991 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
26,620,991 (see Item 5)

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)
22.1% (see Item 5)

14. Type of Reporting Person (See Instructions)
IN

1. Name of Reporting Persons:
Rose S. Shabet

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)
OO – other

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

6. Citizenship or Place of Organization
United States

7. Sole Voting Power
0 (see Item 5)

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
26,620,991 (see Item 5)

9. Sole Dispositive Power
0 (see Item 5)

10. Shared Dispositive Power
26,620,991 (see Item 5)

11. Aggregate Amount Beneficially Owned by Each Reporting Person
26,620,991 (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)
22.1% (see Item 5)

14. Type of Reporting Person (See Instructions)
IN

Item 1. Security and Issuer

This Schedule 13D relates to the Common Stock, \$0.001 par value per share (the "Common Stock") of BridgeBio Pharma, Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 421 Kipling Street, Palo Alto, CA 94301.

Item 2. Identity and Background

(a), (f) This Schedule 13D is being filed jointly on behalf of Viking Global Investors LP, a Delaware limited partnership ("VGI"), Viking Global Performance LLC, a Delaware limited liability company ("VGP"), Viking Global Equities Master Ltd., a Cayman Islands exempted company ("VGEM"), 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"), Viking Global Opportunities Illiquid Investments Sub-Master LP, a Cayman Islands exempted limited partnership ("Opportunities Fund", and, together with VGEM and VLFM, the "Funds"), O. Andreas Halvorsen, a citizen of Norway, David C. Ott, a citizen of the United States, and Rose S. Shabet, a citizen of the United States (each, a "Reporting Person", and, collectively, the "Reporting Persons").

The Reporting Persons have entered into a joint filing agreement, dated as of the date hereof, a copy of which is filed herewith as Exhibit 99.1.

(b) The business address of each of the Reporting Persons is 55 Railroad Avenue, Greenwich, Connecticut 06830.

(c) 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 the Funds 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.

(d) - (e) During the last five years, none of the Reporting Persons (i) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was 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.

Item 3. Source and Amount of Funds or Other Consideration

The information set forth or incorporated in Items 4 and 5 is hereby incorporated herein by reference.

On June 27, 2019, the Funds acquired an aggregate of 4,705,900 shares of Common Stock at a price of \$17.00 per share in the Issuer's initial public offering (the "IPO") using capital invested in the funds by their Investors. VGEM acquired 631,167 shares of Common Stock, VLFM acquired 251,204 shares of Common Stock and Opportunities Fund acquired 3,823,529 shares of Common Stock.

Immediately prior to the closing of the IPO, all outstanding units in BridgeBio Pharma LLC (the "LLC") were exchanged for shares of Common Stock (the "Reorganization"). In connection with the Reorganization, a wholly-owned subsidiary of the Issuer was merged with and into the LLC, and shares of Common Stock were allocated to the holders of outstanding units in the LLC pursuant to the distribution provisions of the Fourth Amended and Restated Limited Liability Company Agreement of the LLC, dated November 20, 2018, as amended based upon the liquidation value of the LLC, assuming that it was liquidated immediately prior to the closing of the IPO with a value implied by the IPO price of \$17.00 per share. As a result of the Reorganization, 51,781,276 Series C Preferred Units of the LLC held in the aggregate by the Funds were exchanged for 11,736,137 shares of Common Stock and 50,446,451 Series D Preferred Units of the LLC held in the aggregate by the Funds were exchanged for 10,178,954 shares of Common Stock.

Item 4. Purpose of Transaction

The information set forth or incorporated in Items 3 and 5 is hereby incorporated herein by reference.

In connection with the IPO, Opportunities Fund entered into a lock-up agreement, dated as of February 25, 2019 (the “Lock-Up Agreement”), a copy of which is attached hereto as Exhibit 99.2, with J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC (in their capacity as representatives of several underwriters for the IPO) (the “Representatives”). Pursuant to the Lock-Up Agreement, Opportunities Fund has agreed that for a period from the date of the Lock-Up Agreement continuing to and including the date 180 days following the date set forth on the final prospectus used to sell the securities in the IPO (the “Lock-Up Period”), subject to specified exceptions, it will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any units of the LLC or shares of Common Stock, or any options or warrants to purchase any shares of Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock, whether now owned or hereinafter acquired (excluding shares acquired in the IPO or subsequent open-market transactions after the date of the final prospectus used to sell the securities in the IPO), owned directly by Opportunities Fund (including holding as a custodian) or with respect to which Opportunities Fund has beneficial ownership within the rules and regulations of the SEC (collectively, the “Lock-up Shares”), or publicly disclose the intention to make any such offer, sale, pledge or disposition. Opportunities Fund also agreed that it will not make any demand for registration of any Lock-up Shares during the Lock-Up Period.

Additionally, in connection with the IPO, each of the Funds entered into a registration rights agreement, dated as of June 26, 2019 (the “Registration Rights Agreement”), with the Issuer and certain other stockholders named therein. The registration rights agreement includes customary demand (beginning 180 days after the effective date of the registration statement for the IPO), shelf and piggyback registration rights, provisions for underwritten and marketed offerings and indemnification provisions. The registration rights granted under the Registration Rights Agreement will terminate upon the earliest to occur of: (i) such time after the IPO when all registrable securities could be sold under Rule 144 of the Securities Act or a similar exemption without limitation during a three-month period without registration; (ii) the consummation of a transaction or series of transactions in which a person, or a group of persons, acquires from the Issuer’s stockholders, shares representing more than 50% of its outstanding voting stock; and (iii) the consummation of a transaction or series of transactions in which a person, or group of persons, acquires the right to receive the majority of the proceeds in a final liquidation, dissolution or termination, voluntary or involuntary, of the Issuer.

Other than as described above, the Reporting Persons have no plans or proposals that would result in:

- 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, including but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940;
- g. changes in the Issuer’s charter, bylaws or instruments corresponding thereto or other actions which 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 Act; or
- j. any action similar to any of those enumerated above.

The Reporting Persons expect to review from time to time their investment in the Issuer and may, depending on the Issuer’s business, assets, operations, financial condition, prospects and other factors: (i) purchase additional Common Stock, options or other securities of the Issuer in the open market, in privately negotiated transactions or otherwise; (ii) sell all or a portion of the Common Stock, options or other securities now beneficially owned or hereafter acquired by it; (iii) enter into hedging transactions with respect to the Common Stock, options or other securities of the Issuer now beneficially owned or hereafter acquired by it; and (iv) engage in such other proposals as the Reporting Persons may deem appropriate under the circumstances, including plans or proposals which may relate to, or could result in, any of the matters referred to in clauses (a) through (j), above.

Item 5. Interest in Securities of the Issuer

(a)-(b) The information contained on each of the cover pages of this Schedule 13D and the information set forth or incorporated in Items 2, 3, 4 and 6 are hereby incorporated herein by reference.

VGEM has the authority to dispose of and vote the Common Stock directly owned by it, which power may be exercised by its investment manager, VGP, and by VGI, an affiliate of VGP, which provides managerial services to VGEM.

VLFM has the authority to dispose of and vote the Common Stock directly owned by it, which power may be exercised by its investment manager, VLFGP, and by VGI, an affiliate of VLFGP, which provides managerial services to VLFM. 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 L.P. (a Cayman Islands exempted limited partnership), invest substantially all of their assets through VLFM.

Opportunities Fund has the authority to dispose of and vote the Common Stock directly owned by it, which power may be exercised by its general partner, Opportunities Portfolio GP, and by VGI, an affiliate of Opportunities Portfolio GP, which provides managerial services to Opportunities Fund. Viking Global Opportunities LP (a Delaware limited partnership) and Viking Global Opportunities III LP (a Cayman Islands exempted limited partnership), through its investment in Viking Global Opportunities Intermediate LP (a Cayman Islands exempted limited partnership), invest substantially all of their assets in Viking Global Opportunities Master LP (a Cayman Islands exempted limited partnership), which in turn invests through Opportunities Fund.

VGI provides managerial services to the Funds. VGI has the power to direct the vote and disposition of investments held by the Funds. Accordingly, VGI may be deemed to have beneficial ownership over any Common Stock deemed beneficially owned by the Funds.

VGP serves as investment manager to VGEM and has the power to direct the vote and disposition of the investments held by VGEM. Accordingly, VGP may be deemed to have beneficial ownership over any Common Stock deemed beneficially owned by VGEM.

VLFGP serves as the investment manager of VLFM and has the power to direct the vote and disposition of investments held by VLFM. Accordingly, VLFGP may be deemed to have beneficial ownership over any Common Stock deemed beneficially owned by VLFM.

Opportunities Portfolio GP serves as the general partner of Opportunities Fund and has the power to direct the vote and disposition of investments held by Opportunities Fund. Accordingly, Opportunities Portfolio GP may be deemed to have beneficial ownership over any Common Stock deemed beneficially owned by Opportunities Fund.

Opportunities GP serves as the sole member of Opportunities Portfolio GP and has the power to direct the vote and disposition of investments held by Opportunities Portfolio GP, which consists of the investments held by Opportunities Fund. Accordingly, Opportunities GP may be deemed to have beneficial ownership over any Common Stock deemed beneficially owned by Opportunities Portfolio GP, consisting of any Common Stock deemed beneficially owned by Opportunities Fund.

Messrs. Halvorsen and Ott and Ms. Shabet, as Executive Committee Members of Viking Global Partners LLC (the general partner of VGI), VGP, VLFGP and Opportunities GP, have shared authority to direct the voting and disposition of investments beneficially owned by VGI, VGP, VLFGP and Opportunities GP. Accordingly, each of Messrs. Halvorsen and Ott and Ms. Shabet may be deemed to have beneficial ownership over any Common Stock deemed beneficially owned by VGI, VGP, VLFGP and Opportunities GP.

The percentage of outstanding Common Stock of the Issuer that may be deemed to be beneficially owned by each Reporting Person is set forth on Line 13 of such Reporting Person's cover sheet. Such percentage was calculated for each Reporting Person are based on 120,499,967 shares of Common Stock, \$0.001 par value per share, the Issuer outstanding upon closing of the IPO (assuming no exercise of the underwriters' option to purchase additional shares), as reported in the Issuer's prospectus dated June 26, 2019 filed with the Securities and Exchange Commission on June 28, 2019 pursuant to Rule 424(b)(4) of the Securities Act of 1933, as amended.

Except as disclosed in this Schedule 13D, none of the Reporting Persons beneficially owns any Common Stock or has the right to acquire any Common Stock.

Except as disclosed in this Schedule 13D, none of the Reporting Persons presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Common Stock that such Reporting Person may be deemed to beneficially own.

(c) Other than as disclosed in this Schedule 13D, the Reporting Persons have not effected any transactions in the Common Stock during the past 60 days.

(d) To the best knowledge of the Reporting Persons, no person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock beneficially owned by the Reporting Persons.

(e) Not applicable.

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

The information set forth or included in Item 4 is incorporated herein by reference.

Except as disclosed herein and the Joint Filing Agreement attached as Exhibit 99.1 hereto, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons or with any other person with respect to any securities of the Issuer.

Item 7. Materials to be Filed as Exhibits

Exhibit No.	Description
99.1	Joint Filing Agreement, dated as of July 8, 2019, among the Reporting Persons.
99.2	Lock-Up Agreement, dated as of February 25, 2019, entered into by and between the Representatives and Opportunities Fund.
99.3	Registration Rights Agreement, dated as of June 26, 2019, by and among the Issuer and certain stockholders listed in Schedule A thereto (incorporated by reference to Exhibit 4.1 to Issuer's Current Report on Form 8-K filed with the Commission on July 3, 2019).

SIGNATURES

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

Dated: July 8, 2019

/s/ O. ANDREAS HALVORSEN

By: O. Andreas Halvorsen - individually and as an Executive Committee Member of VIKING GLOBAL PARTNERS LLC, on behalf of VIKING GLOBAL INVESTORS LP, and as an Executive Committee Member of VIKING GLOBAL PERFORMANCE LLC, on behalf of itself and VIKING GLOBAL EQUITIES MASTER LTD., and as an Executive Committee Member of VIKING LONG FUND GP LLC, on behalf of itself and VIKING LONG FUND MASTER LTD., and as an Executive Committee Member of VIKING GLOBAL OPPORTUNITIES GP LLC, on behalf of itself and VIKING GLOBAL OPPORTUNITIES PORTFOLIO GP LLC and VIKING GLOBAL OPPORTUNITIES ILLIQUID INVESTMENTS SUB-MASTER LP

/s/ DAVID C. OTT

By: David C. Ott - individually and as an Executive Committee Member of VIKING GLOBAL PARTNERS LLC, on behalf of VIKING GLOBAL INVESTORS LP, and as an Executive Committee Member of VIKING GLOBAL PERFORMANCE LLC, on behalf of itself and VIKING GLOBAL EQUITIES MASTER LTD., and as an Executive Committee Member of VIKING LONG FUND GP LLC, on behalf of itself and VIKING LONG FUND MASTER LTD., and as an Executive Committee Member of VIKING GLOBAL OPPORTUNITIES GP LLC, on behalf of itself and VIKING GLOBAL OPPORTUNITIES PORTFOLIO GP LLC and VIKING GLOBAL OPPORTUNITIES ILLIQUID INVESTMENTS SUB-MASTER LP

/s/ ROSE S. SHABET

By: Rose S. Shabet - individually and as an Executive Committee Member of VIKING GLOBAL PARTNERS LLC, on behalf of VIKING GLOBAL INVESTORS LP, and as an Executive Committee Member of VIKING GLOBAL PERFORMANCE LLC, on behalf of itself and VIKING GLOBAL EQUITIES MASTER LTD., and as an Executive Committee Member of VIKING LONG FUND GP LLC, on behalf of itself and VIKING LONG FUND MASTER LTD., and as an Executive Committee Member of VIKING GLOBAL OPPORTUNITIES GP LLC, on behalf of itself and VIKING GLOBAL OPPORTUNITIES PORTFOLIO GP LLC and VIKING GLOBAL OPPORTUNITIES ILLIQUID INVESTMENTS SUB-MASTER LP

AGREEMENT OF JOINT FILING

This joint filing agreement (this "Agreement") is made and entered into as of this 8th day of July 2019, by and among Viking Global Investors LP, Viking Global Performance LLC, Viking Global Equities LP, Viking Global Equities Master Ltd., Viking Long Fund GP LLC, Viking Long Fund Master Ltd., Viking Global Opportunities GP LLC, Viking Global Opportunities Portfolio GP LLC, Viking Global Opportunities Illiquid Investments Sub-Master LP, O. Andreas Halvorsen, David C. Ott and Rose S. Shabet.

The parties to this Agreement hereby agree to jointly prepare and file a Schedule 13D with respect to Urovant Sciences Ltd., as well as any amendments thereto, pursuant to the Securities Exchange Act of 1934, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Dated: July 8, 2019

By: /s/ O. Andreas Halvorsen

By: O. Andreas Halvorsen - individually and as an Executive Committee Member of VIKING GLOBAL PARTNERS LLC, on behalf of VIKING GLOBAL INVESTORS LP, and as an Executive Committee Member of VIKING GLOBAL PERFORMANCE LLC, on behalf of itself and VIKING GLOBAL EQUITIES MASTER LTD., and as an Executive Committee Member of VIKING LONG FUND GP LLC, on behalf of itself and VIKING LONG FUND MASTER LTD., and as an Executive Committee Member of VIKING GLOBAL OPPORTUNITIES GP LLC, on behalf of itself and VIKING GLOBAL OPPORTUNITIES PORTFOLIO GP LLC and VIKING GLOBAL OPPORTUNITIES ILLIQUID INVESTMENTS SUB-MASTER LP LP

By: /s/ David C. Ott

By: David C. Ott - individually and as an Executive Committee Member of VIKING GLOBAL PARTNERS LLC, on behalf of VIKING GLOBAL INVESTORS LP, and as an Executive Committee Member of VIKING GLOBAL PERFORMANCE LLC, on behalf of itself and VIKING GLOBAL EQUITIES MASTER LTD., and as an Executive Committee Member of VIKING LONG FUND GP LLC, on behalf of itself and VIKING LONG FUND MASTER LTD., and as an Executive Committee Member of VIKING GLOBAL OPPORTUNITIES GP LLC, on behalf of itself and VIKING GLOBAL OPPORTUNITIES PORTFOLIO GP LLC and VIKING GLOBAL OPPORTUNITIES ILLIQUID INVESTMENTS SUB-MASTER LP

By: /s/ Rose S. Shabet

By: Rose S. Shabet - individually and as an Executive Committee Member of VIKING GLOBAL PARTNERS LLC, on behalf of VIKING GLOBAL INVESTORS LP, and as an Executive Committee Member of VIKING GLOBAL PERFORMANCE LLC, on behalf of itself and VIKING GLOBAL EQUITIES MASTER LTD., and as an Executive Committee Member of VIKING LONG FUND GP LLC, on behalf of itself and VIKING LONG FUND MASTER LTD., and as an Executive Committee Member of VIKING GLOBAL OPPORTUNITIES GP LLC, on behalf of itself and VIKING GLOBAL OPPORTUNITIES PORTFOLIO GP LLC and VIKING GLOBAL OPPORTUNITIES ILLIQUID INVESTMENTS SUB-MASTER LP

BridgeBio Pharma LLC Lock-Up Agreement

February 25, 2019

J.P. Morgan Securities LLC Goldman Sachs & Co. LLC

As two of the representatives of the several Underwriters named in Schedule I of the Underwriting Agreement

c/o J.P. Morgan Securities LLC 383 Madison Avenue
New York, New York 10179

c/o Goldman Sachs & Co. LLC 200 West Street,
New York, New York 10282

Re: BridgeBio Pharma LLC - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned, currently an owner of membership interests in BridgeBio Pharma LLC, a Delaware limited liability company (the "LLC"), who will become an owner of equity interests in BridgeBio Pharma, Inc. as successor to the LLC (the "Company"), understands that you, J.P. Morgan Securities LLC ("J.P. Morgan") and Goldman Sachs & Co. LLC ("Goldman Sachs", and together with J.P. Morgan, the "Releasing Underwriters"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with the Company, providing for a public offering (the "Public Offering") of the shares (the "Shares") of the common stock of the Company, par value \$0.01 per share (the "Common Stock"), pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date 180 days after the date set forth on the final prospectus used to sell the Shares (the "Lock-Up Period"), the undersigned will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any units of the LLC or shares of Common Stock of the Company, or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the "Undersigned's Shares"), or publicly disclose the intention to make any such offer, sale, pledge or disposition. The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other

transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Undersigned's Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security convertible into or exchangeable for shares of Common Stock. In addition, the undersigned will not make any demand for the registration of the Undersigned Shares during the Lock-Up Period. If the undersigned is an officer or director of the issuer, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Shares the undersigned may purchase in the Public Offering.

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

Notwithstanding the foregoing, the undersigned may transfer or otherwise dispose of the Undersigned's Shares:

- i. acquired in the Public Offering if the undersigned is not an officer or director of the Company or in transactions relating to the Shares or other securities acquired in open market transactions after the date of the final prospectus;
 - ii. as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein;
 - iii. to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value;
 - iv. by will or intestacy, provided that the legatee, heir or other transferee, as the case may be, agrees to be bound in writing by the restrictions set forth herein;
 - v. to any immediate family member, provided that such family member agrees to be bound by the restrictions set forth herein;
 - vi. by surrender or forfeiture of Shares or other securities of the Company to the Company to satisfy tax withholding obligations upon exercise or vesting or the exercise price upon a cashless net exercise, in each case, of share options, equity awards, warrants or other right to acquire Shares expiring during the Lock-Up Period pursuant to the Company's equity incentive plans described in the Registration Statement, provided that any filing made pursuant to Section 16(a) of the Securities Exchange Act of 1934, as amended (the
-

“Exchange Act”) shall include a footnote noting the circumstances described in this clause and no other public announcement shall be required or voluntarily made in connection with such transfer;

- vii. if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, pursuant to a distribution to its partners, members or stockholders, subsidiaries or affiliates (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned or to any investment fund or other entity that controls or manages the undersigned (or is under common control or management with the undersigned) provided that such transferee agrees to be bound by the restrictions set forth herein;
- viii. by operation of law or pursuant to a court order or settlement agreement related to the distribution of assets in connection with the dissolution of a marriage or civil union;
- ix. pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of shares of Common Stock involving a change of control of the Company that, in each case, has been approved by the Company’s board of directors, provided that all of the Undersigned’s Shares subject to the restrictions in this agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this agreement, and, *provided* that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Shares owned by the undersigned shall remain subject to the restrictions contained in this agreement;
- x. in connection with the issuance of shares of the Company’s Common Stock upon the conversion of the LLC into the Company, as described in the Registration Statement for the Public Offering; or
- xi. with the prior written consent of the Releasing Underwriters on behalf of the Underwriters.

For purposes of this Lock-Up Agreement, (A) “immediate family” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin and (B) “change of control” shall mean the consummation of any bona fide third party tender offer, merger, purchase, consolidation or other similar transaction the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of at least 50% of total voting power of the voting stock of the Company. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer the capital stock of the Company to any wholly-owned subsidiary of such corporation; provided, however, that in any such case, other than in the case of clauses (i), (vi) and (ix) (except as otherwise specified in such clauses), it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such capital stock subject to the provisions of this Agreement and there shall be no further transfer of such capital stock except in accordance with this Agreement, and provided further that any such transfer shall not involve a disposition for value. Notwithstanding anything to the contrary, in the case of clauses (ii) through (v), (vii) and (viii) above, no filing under the Exchange Act or any other public filing or disclosure of such transfer by or on behalf of the undersigned shall be required or voluntarily made during the Lock-up Period (other than a filing on a Form 5 and other than a required filing on Schedule 13G, Schedule 13G/A or Form 13F). In addition, nothing in this Lock-Up Agreement shall prohibit the exercise of any option, warrant or other rights to acquire the Company’s Shares or other securities, the settlement of any restricted shares or the conversion of any convertible security into Shares, in each case described in the Registration Statement, provided that the Shares or other securities remain subject to this Lock-Up Agreement.

In addition, the undersigned may enter into any plan designed to satisfy the requirements of Rule 10b5-1 (a "10b5-1 Plan") under the Exchange Act (other than the entry into such a plan in such a manner as to allow the sale of Shares, in each case, within the Lock-Up Period); provided however, no sale of Shares may be made under such 10b5-1 Plan during the Lock-Up Period and no public announcement or filing under the Exchange Act regarding the establishment of such 10b5-1 Plan shall be required or made during the Lock-Up Period.

In the event that (i) the Releasing Underwriters release, in full or in part, any officer, director or other stockholder of the Company who beneficially owns (as such term is defined in Rule 13d-3 under the Exchange Act) at least one percent (1%) of the outstanding shares of the Common Stock (a "Triggering Stockholder") from the restrictions of any lock-up agreement similar to this agreement signed by such Triggering Stockholder for the benefit of any Underwriter in connection with the Public Offering and (ii) such release or series of releases cumulatively relates to more than 100,000 shares of Common Stock (as adjusted for any stock dividend, stock split, combination of shares, reclassification, recapitalization or other similar event) held by the Triggering Stockholder ((i) and (ii) together, a "Triggering Release"), then the undersigned shall be automatically released from this agreement to the same extent, with respect to the same percentage of Company securities of the undersigned as the percentage of Company securities being released in the Triggering Release represent with respect to the Company securities held by the Triggering Stockholder (calculated as a percentage of the total outstanding shares of Common Stock held by the Triggering Stockholder) at the time of the request of the Triggering Release. In the event of a Triggering Release, the Company shall use its reasonable best efforts to notify the undersigned within two (2) business days of the occurrence of such Triggering Release. Notwithstanding the foregoing, the provisions of this paragraph will not apply (i) (a) if the release or waiver is effected solely to permit a transfer not involving a disposition for value and (b) if the transferee agrees in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of transfer, (ii) if the release or waiver is in connection with any primary and/or secondary underwritten public offering of Common Stock (an "Underwritten Sale"), provided that such waiver or release shall only apply with respect to the undersigned's participation in such Underwritten Sale or (ii) if the Triggering Stockholder is a natural person, if the release or waiver is granted due to circumstances of an emergency or hardship as determined by the Releasing Underwriters in their sole judgment.

The undersigned now has, and, except as contemplated by clause (i) through (xi) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

In the event that either of the Releasing Underwriters withdraws from or declines to participate in the Public Offering, all references to the Releasing Underwriters contained in this Lock-Up Agreement shall be deemed to refer to the sole Releasing Underwriter that continues to participate in the Public Offering (the "Remaining Releasing Underwriter"), and, in such event, any written consent, waiver or notice given or delivered in connection with this Lock-Up Agreement by the Remaining Releasing Underwriter shall be deemed to be sufficient and effective for all purposes under this Lock-Up Agreement.

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns. This Lock-Up Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Lock-Up Agreement (and for the avoidance of doubt, the Lock-Up Period described herein) and related restrictions shall automatically terminate upon the earliest to occur, if any, of (i) the Company advising the Releasing Underwriters in writing prior to the execution of the Underwriting Agreement that it has determined not to proceed with the Public Offering, (ii) the termination of the Underwriting Agreement before the sale of any Shares to the Underwriters, (iii) the registration statement filed or the draft registration statement confidentially submitted with the SEC with respect to the Public Offering contemplated by the Underwriting Agreement is withdrawn or (iv) September 30, 2019, in the event the closing of the Public Offering shall not have occurred on or before such date.

[Signature page follows]

Very truly yours,

Viking Global Opportunities Illiquid Investments Sub-Master LP

Name of Security Holder *(Print exact name)*

By: Viking Global Opportunities Portfolio GP LLC, its general partner

By: Viking Global Opportunities Portfolio GP LLC, its ge

/s/ Matthew Bloom

Signature

If not signing in an individual capacity:

Matthew Bloom

Name of Authorized Signatory *(Print)*

Authorized Signatory

Title of Authorized Signatory *(Print)*

(indicate capacity of person signing if signing as custodian, trustee, or on behalf of an entity)

[Signature page to BridgeBio Pharma LLC Lock-up Agreement]