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

SCHEDULE 13D

**Information To Be Included in Statements Filed Pursuant to § 240.13d-1(a) and
Amendments Thereto Filed Pursuant to § 240.13d-2(a)
(Amendment No. 2)***

WAVE Life Sciences Ltd.

(Name of Issuer)

Ordinary Shares
(Title of Class of Securities)

Y95308105
(CUSIP Number)

Ken Takanashi
St. Luke's Tower 12F, 8-1, Akashi-cho, Chuo-ku,
Tokyo 104-0044, Japan
+81-3-5565-6148
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

With Copies To:
Benjamin O. Lang, Esq.
Morgan, Lewis & Bockius LLP
Roppongi Hills Mori Tower, 24th Floor, 6-10-1 Roppongi, Minato-ku
Tokyo 106-6124, Japan
+81-4578-2532

August 30, 2016
(Date of Event Which Requires Filing of This Statement)

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

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

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

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

1	NAME OF REPORTING PERSONS Shin Nippon Biomedical Laboratories, Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Japan	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 5,885,478
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 5,885,478
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,885,478	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.5%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSONS	
	SNBL USA, Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Washington	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		0
	8	SHARED VOTING POWER
		286,663
	9	SOLE DISPOSITIVE POWER
		0
	10	SHARED DISPOSITIVE POWER
		286,663
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	286,663	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	1.2%	
14	TYPE OF REPORTING PERSON	
	CO	

1	NAME OF REPORTING PERSONS Ken Takanashi	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Not applicable	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 5,885,478
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 5,885,478
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,885,478	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.5%	
14	TYPE OF REPORTING PERSON IN	

This Amendment No. 2 amends the Schedule 13D filed with the Securities and Exchange Commission on July 27, 2016, as amended by Amendment No. 1 (the "Schedule 13D"). Unless otherwise stated herein, the Schedule 13D remains in full force and effect. Terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Schedule 13D.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended and restated in its entirety as follows:

The information in this Item 5(a) and in Row 13 of each cover page to this Schedule 13D with respect to SNBL and Mr. Takanashi is based on an aggregate of 27,341,771 shares of the Issuer's Ordinary Shares consisting of (i) 23,440,423 Ordinary Shares issued and outstanding as of August 18, 2016, based on information provided by the Issuer and (ii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares of the Issuer held by SNBL.

The information in this Item 5(a) and in Row 13 of each cover page to this Schedule with respect to SNBL USA is based on an aggregate of 23,440,423 shares of the Issuer's Ordinary Shares issued and outstanding as of August 18, 2016, based on information provided by the Issuer.

(a) SNBL may be deemed to beneficially own 5,885,478 of the Issuer's Ordinary Shares, representing 21.5% of the Issuer's issued and outstanding shares and consisting of (i) 1,697,467 Ordinary Shares held by SNBL; (ii) 286,663 Ordinary Shares held by SNBL USA; and (iii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares held by SNBL.

Mr. Takanashi may be deemed to beneficially own 5,885,478 of the Issuer's Ordinary Shares, representing 21.5% of the Issuer's issued and outstanding shares and consisting of (i) 1,697,467 Ordinary Shares held by SNBL; (ii) 286,663 Ordinary Shares held by SNBL USA; and (iii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares held by SNBL.

SNBL USA beneficially owns 286,663 of the Issuer's Ordinary Shares representing 1.2% of the issued and outstanding Ordinary Shares of the Issuer.

Each of the Reporting Persons expressly disclaims beneficial ownership of the securities of the Issuer owned by all other Reporting Persons except to the extent of its or his pecuniary interest therein.

(b) SNBL and Mr. Takanashi share the power to vote or dispose of the: (i) 1,697,467 Ordinary Shares held by SNBL; (ii) 286,663 Ordinary Shares held by SNBL USA; and (iii) 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares held by SNBL.

SNBL USA shares the power to vote or dispose of the 286,663 Ordinary Shares it holds.

(c) On November 16, 2015, in connection with the closing of the IPO, SNBL USA purchased 125,000 of the Issuer's Ordinary Shares at \$16 per share.

(d) No other person is known to have the right to receive, or the power to direct the receipt of dividends from, any proceeds from the sale of the Ordinary Shares of the Issuer beneficially owned by any of the Reporting Persons.

(e) Not applicable.

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

Item 6 is hereby amended and supplemented by adding the following:

Amendment to Pledge Agreement

Pursuant to the Amendment to Pledge Agreement, dated as of August 30, 2016 (the "Amendment to Pledge Agreement"), to the Stock Pledge Agreement, dated as of May 30, 2016, between SNBL USA and Kagoshima Bank, the secured obligations under the Stock Pledge Agreement were amended to include a new loan from Kagoshima Bank to SNBL in the principal amount of ¥800,000,000 made pursuant to a loan agreement, dated as of August 30, 2016, between SNBL and Kagoshima Bank (the "New Loan Agreement").

The foregoing description of the Amendment to Pledge Agreement is qualified in its entirety by reference to the full text of the Amendment to Pledge Agreement, which is filed herewith as Exhibit 6.

August 30 Japanese Stock Pledge Agreement

SNBL and Kagoshima Bank entered into a new Letter of Confirmation of Collateral, dated August 30, 2016 (the “August 30 Japanese Stock Pledge Agreement”) whereby SNBL has pledged 1,697,467 Ordinary Shares and 3,901,348 Ordinary Shares underlying immediately convertible Series A preferred shares for the benefit of Kagoshima Bank in order to secure the obligations of SNBL under the Loan Agreement and the New Loan Agreement.

The foregoing description of the August 30 Japanese Stock Pledge Agreement is qualified in its entirety by reference to the full text of the August 30 Japanese Stock Pledge Agreement, an English translation of which is filed herewith as Exhibit 7.

Item 7. Materials to Be Filed as Exhibits

Item 7 is hereby amended and supplemented by adding the following:

Exhibit 6: Amendment to Pledge Agreement, dated August 30, 2016, by and between SNBL USA and Kagoshima Bank.

Exhibit 7: English translation of the August 30 Japanese Stock Pledge Agreement, dated August 30, 2016, by and between SNBL and Kagoshima Bank.

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SIGNATURE

After reasonable inquiry and to the best of the knowledge and belief, the undersigned certify that the information set forth in this Amendment No. 2 is true, complete and correct.

September 29, 2016

By: /s/ Ken Takanashi

Ken Takanashi

Shin Nippon Biomedical Laboratories, Ltd.

By: /s/ Ken Takanashi

Name: Ken Takanashi

Title: Executive Vice-President

SNBL USA, Ltd.

By: /s/ Ken Takanashi

Name: Ken Takanashi

Title: Director

AMENDMENT TO PLEDGE AGREEMENT

THIS AMENDMENT TO PLEDGE AGREEMENT is dated as of August 30, 2016 (this “**Amendment**”) and is made by and between SNBL U.S.A. Ltd., a Washington corporation (“**SNBL USA**”), and The Kagoshima Bank, Ltd. (“**Lender**”).

WHEREAS, on May 30, 2016, the Lender made one or more loans to Borrower in an aggregate amount not to exceed One Billion Nine Hundred Million Japanese Yen (¥1,900,000,000) (the “**Existing Loan**”), evidenced by that certain Loan Agreement dated as of May 30, 2016 made by the Borrower and payable to the order of Lender;

WHEREAS, Lender and SNBL USA are party to a Stock Pledge Agreement dated May 30, 2016, pursuant to which SNBL USA pledged all of its shares of stock issued by WaVe Life Sciences Pte. Ltd., a Singapore company, and certain other collateral to Lender to secure the Existing Loan (the “**Pledge Agreement**”);

WHEREAS, on or about the date hereof, the Lender intends to make a new loan to Borrower in the principal amount of Eight Hundred Million Japanese Yen (¥800,000,000) (the “**New Loan**” and together with the Existing Loan, the “**Loans**”) and the parties hereto intend that the Collateral (as defined in the Pledge Agreement) secure the payment and performance of the New Loan; and

WHEREAS, SNBL USA and Lender desire to amend the Pledge Agreement to provide that the pledge secures the New Loan.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

1. **Amendment to Pledge Agreement.** The following amendments are made to the Pledge Agreement:

(a) Section 3. Section 3 of the Pledge Agreement is hereby amended and restated as follows:

“3. Secured Obligations. The Collateral secures the due and prompt payment and performance of:

(a) the obligations of the Pledgor from time to time arising under Loan Agreement by and between Borrower and Lender in the original principal amount of Eight Hundred Million Japanese Yen (¥800,000,000), dated as of August 30, 2016 (the “**New Loan Agreement**”), the Loan Agreement, the Guaranty, this Agreement or otherwise with respect to the due and prompt payment of (i) the principal of and premium, if any, and interest on the Loans (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, attorneys’ fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Pledgor under or in respect of the New Loan Agreement, the Loan Agreement, the Guaranty and this Agreement; and

(b) all other covenants, duties, debts, obligations and liabilities of any kind of the Pledgor under or in respect of the New Loan Agreement, the Loan Agreement, the Guaranty, this Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (all such obligations, covenants, duties, debts, liabilities, sums and expenses set forth in **Section 3** being herein collectively called the “**Secured Obligations**”).”.

(b) Section 12(a). Section 12(a) of the Pledge Agreement is hereby amended and restated as follows:

“(a) (i) Shin Nippon Biomedical Laboratories, Ltd. fails to make any payment when due under the Loan Agreement or the New Loan Agreement or (ii) another “Event of Default” occurs under the Loan Agreement as such term is defined in Article 6 of the Loan Agreement or another “Event of Default” occurs under the New Loan Agreement (as such term is defined in the New Loan Agreement), or;”.

2. **Confirmation.** SNBL USA hereby confirms and ratifies its obligations under, and the enforceability of, the Pledge Agreement (including without limitation the security interest granted under the Pledge Agreement upon and after the effectiveness of this Amendment) in accordance with its terms.

3. **Representations and Warranties.** SNBL USA represents and warrants to the Lender that the representations and warranties made by it in the Pledge Agreement are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date in which case such representations and warranties are true and correct as of such earlier date.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or by .pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

5. **Governing Law.** The validity, performance, construction, interpretation, and effect of this Amendment and any of the transaction contemplated hereby, shall be governed by and construed in accordance with the internal laws of the State of Washington (excluding its laws relating to conflicts of law).

6. **Severability.** Wherever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

7. **References.** All references in any of the Loan Documents to the “Pledge Agreement” shall mean the Pledge Agreement, as amended hereby.

8. **CONSENT TO JURISDICTION; SERVICE OF PROCESS.** SNBL USA AGREES THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS AMENDMENT MAY BE COMMENCED IN THE DISTRICT COURT OF THE UNITED STATES IN THE WESTERN DISTRICT OF WASHINGTON, AND SNBL USA WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED OR CERTIFIED MAIL TO SNBL USA,, OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF WASHINGTON OR THE UNITED STATES.

9. **WAIVER OF JURY TRIAL.** This section contains a jury waiver, arbitration clause, and a class action waiver. **READ IT CAREFULLY.** As permitted by applicable law, **SNBL USA waive its respective rights to a trial before a jury in connection with any claim, dispute, or controversy arises between us with respect to this Amendment, related agreements (all of the foregoing, a “Dispute”), and Disputes shall be resolved by a judge sitting without a jury.** If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Pledge Agreement to be duly executed as of the day and year first above written.

THE KAGOSHIMA BANK, LTD.

By: /s/ Koumei Nakamoto
Name: Koumei Nakamoto
Title: Managing Executive Officer

SNBL U.S.A., LTD.

By: /s/ Hideshi Tsusaki
Name: Hideshi Tsusaki
Title: President and CEO

Amendment to Pledge Agreement

Letter of Confirmation of Collateral

August 30, 2016

To: The Kagoshima Bank, Ltd.

Address 2438 Miyanoura-cho, Kagoshima City,
Kagoshima Prefecture (Seal)

Debtor Shin Nippon Biomedical Laboratories, Ltd.
and Pledgor Ryoichi Nagata, Representative Chairman,
President & CEO

Address (Seal)
Pledgor

The Pledgor hereby offers the following securities (Pledged Securities) to your Bank as collateral (lien) to secure the Debtor's performance of the obligation to your Bank listed below. Each provision of the Loan Agreement as separately submitted by the Debtor, together with the covenants set forth below is hereby acknowledged.

Description of the Debtor's obligation

Title	Initial Borrowing Date	Amount of Initial Borrowing	Due Date of Repayment	Amount currently outstanding
Loan on deeds	May 30, 2016	1,900,000,000 YEN	September 30, 2016	1,900,000,000 YEN
Loan on deeds	August 30, 2016	800,000,000 YEN	September 30, 2016	800,000,000 YEN
The rest of this table intentionally left blank.				

Description of Collateral

Type	Goods/Issue	Par-Value	Amount	Total Par-Value	Notes
Securities	WAVE LIFE SCIENCES LTD	Non Par-Value	1,697,467 Shares		One Ordinary Share Certificate
Securities	WAVE LIFE SCIENCES LTD	Non Par-Value	3,901,348 Shares		One Series A Preferred Share Certificate

(Notes)

- In the "Type" column, please indicate whether the pledged collateral is Securities, Goods, or Real Property.
- "Par-Value" means the par value per unit of the securities.
- For securities, please write the number of certificates in the "Notes" column.

Covenants

Article 1. In the event that the Debtor fails to perform its obligation listed above, your Bank may, without prior notice to the Debtor or the Pledgor, sell or otherwise dispose of any of the pledged collateral in accordance with statutory or other generally appropriate method including the timing and the price thereof and apply the net proceeds thereof to the Debtor's obligation, regardless of the statutory order of application, after deducting expenses, or take the ownership of the collateral to repay the Debtor's obligation. Any amount which still remains outstanding thereafter shall be immediately subject to additional claim for recovery.

Article 2. If your Bank acknowledges that the amount secured by the collateral is no longer sufficient due to loss, damage, or declines in the value of the pledged collateral, the Pledgor shall, immediately upon your Bank's request, offer alternative or additional collateral, or deposit funds to resolve such deficiency. In the event of a breach of this provision, Article 1 shall apply mutatis mutandis, regardless of the repayment due date.

Article 3. Your Bank shall not be responsible or liable for any damage arising out of loss or destruction of, or damage to the pledged collateral, regardless of whether or not such loss, destruction, or damage is caused by force majeure including natural disaster, fire, or theft.

Article 4. The pledged collateral shall be insured under a fire insurance policy to be obtained by the Pledgor, as instructed by your Bank, and the Pledgor shall set a lien on the fire insurance claim in favor of your Bank.

Article 5. The Pledgor and the Debtor shall be jointly and severally bear storage, shipping, administrative and other costs necessary for the safekeeping of the pledged collateral.

Article 6. If securities have been pledged as collateral, any new stock certificate allotted to such securities upon capital increase shall be pledged as additional collateral to your Bank.

Article 7. In the event that a lawsuit becomes necessary in connection with any transaction described hereunder, the Pledgor shall agree to submit the case to the court having jurisdiction over the location of the head office of your Bank.

Article 8.

- 8.1 The Pledgor will not assert indemnity even if your Bank amends or cancels other collateral or guaranty due to its own reason.
- 8.2 For the duration of the transaction between the Debtor and your Bank, the Pledgor will not, without your Bank's consent, exercise any right it receives from your Bank by subrogation upon the Pledgor's performance of the above obligation. When requested by your Bank, the Pledgor shall assign such rights and/or the order of preference to your Bank at no charge to your Bank.

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