

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

SCHEDULE 13D
Under the Securities Exchange Act of 1934

(Amendment No.)*

Finch Therapeutics Group, Inc.

(Name of Issuer)

Common Stock, \$0.001 par value per share

(Title of Class of Securities)

31773D101

(CUSIP Number)

Nicholas Haft
OMX Ventures, LLC
One Overlook Point, Suite 100
Lincolnshire, IL 60060
(847) 634-2389

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

March 19, 2021

(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 which is the subject of this Schedule 13D, and is filing this schedule because of Sections 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 Section 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).

CUSIP No.

1	NAME OF REPORTING PERSON Nicholas Haft		
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 ITEMS 2(d) or 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
	7	SOLE VOTING POWER	3,849,226
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON	8	SHARED VOTING POWER	143,831
	9	SOLE DISPOSITIVE POWER	3,849,226
	10	SHARED DISPOSITIVE POWER	143,831
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON		3,993,057
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)		8.5%
14	TYPE OF REPORTING PERSON IN		

Item 1. Security and Issuer

This statement relates to the Common Stock, \$0.001 par value per share ("Common Stock"), of Finch Therapeutics Group, Inc., which is located at 200 Inner Belt Road, Suite 400, Somerville, MA 02143.

Item 2. Identity and Background

(a) The reporting person is Nicholas Haft.

(b) The business address of the reporting person is OMX Ventures, LLC, One Overlook Point, Suite 100, Lincolnshire, IL 60060.

(c) The principal occupation or employment of the reporting person is Managing Director of OMX Ventures, LLC, a venture capital firm located at One Overlook Point, Suite 100, Lincolnshire, IL 60060.

(d) The reporting person has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) The reporting person has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he was or is subject to a judgment, decree of final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The reporting person is a citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

With respect to shares of Common Stock acquired by conversion, the source of the consideration was portfolio securities held by affiliates of the reporting person, as set forth below in more detail in Item 5(c). With respect to shares of Common Stock acquired by purchase, the source of the consideration was investment funds of an affiliate of the reporting person in the aggregate amount of \$14,999,967.

Item 4. Purpose of Transaction

The purpose of the acquisitions described herein is investment.

The reporting person is a director of the issuer and, as such, is involved in making material business decisions regarding the issuer's policies and practices and may be involved in the consideration of various proposals considered by the issuer's board of directors. Except for actions in his capacity as a director of the issuer, the reporting person does not at this time have any plans or proposals which relate to or would result in the acquisition by any person of additional securities of the issuer or the disposition of securities of the issuer; an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries; a sale or transfer of a material amount of assets of the issuer or any of its subsidiaries; 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; any material change in the present capitalization or dividend policy of the issuer; any other material change in the issuer's business or corporate structure; changes in the issuer's charter, bylaws or instruments corresponding hereto or other actions which may impede the acquisition of control of the issuer by any person; causing a class of securities of the issuer to be delisted from a national securities exchange; a class of equity securities of the issuer becoming eligible for termination of registration; or any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

(a) The reporting person beneficially owns 3,993,057 shares of Common Stock, representing 8.5% of the outstanding Common Stock.

(b) The reporting person has sole power to vote or to direct the vote and sole power to dispose or to direct the disposition of 3,849,226 shares of Common Stock. The reporting person has shared power to vote or to direct the vote and shared power to dispose or to direct the disposition of 143,831 shares of Common Stock.

As to shares of Common Stock with shared voting and dispositive power, that power is shared with bpd US Investment s.r.o., a venture capital firm organized as a Czech Republic limited liability company and whose principal office is located at The Blox Building, Evropska 2758 / 11, 160 00 Prague 6, Czech Republic. Insofar as the reporting person is aware, bpd US Investment s.r.o. has not, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), and has not, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which it was or is subject to a judgment, decree of 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.

(c) The reporting person has effected the following transactions in the Common Stock during the past sixty days.

On March 19, 2021, the reporting person indirectly acquired 882,351 shares of Common Stock at a price of \$17.00 per share in connection with the initial public offering of the Common Stock.

On March 23, 2021, the reporting person indirectly acquired 3,110,706 shares of Common Stock as a result of the automatic conversion of classes of preferred stock of the issuer due to the successful closing of the initial public offering of Common Stock. Of these, 316,773 shares of Common Stock were issued upon conversion of Series A preferred stock; 1,064,466 shares of Common Stock were issued upon conversion of Series B preferred stock; 578,986 shares of Common Stock were issued upon conversion of Series C preferred stock; and 1,150,481 shares of Common Stock were issued upon conversion of Series D preferred stock.

(d) The right to receive dividends from, and proceeds from the sale of, all of the shares of Common Stock disclosed here is held by various limited liability companies that are the record owners of such shares.

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

Lock-Up Agreement

The reporting person has 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 March 18, 2021, without first obtaining the written consent of BofA Securities, Inc., Jefferies LLC and Evercore Group L.L.C. Specifically, the reporting person has agreed, with certain limited exceptions, not to directly or indirectly:

- 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 Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock;
- exercise any right with respect to the registration of any of the Common Stock, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith; or
- 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 Common Stock, whether any such swap or transaction is to be settled by delivery of shares of Common Stock or other securities, in cash or otherwise.

The exceptions to the restrictions in the immediately preceding paragraph permit the reporting person, subject to certain restrictions, to transfer the Common Stock:

- as a bona fide gift or gifts, including bona fide gift or gifts to a charitable organization or educational institution;
 - to any immediate family member or any trust;
 - to any corporation, partnership, limited liability company, or other entity, all of the beneficial ownership interests of which are held by the person subject to the lock-up;
 - to affiliates or to any investment fund or other entity controlled or managed by the person subject to the lock-up;
 - by will, other testamentary document or intestate succession;
 - by operation of law pursuant to orders of a court or regulatory agency, a domestic order or negotiated divorce settlement;
 - pursuant to any contractual arrangement that provides for the repurchase by the company of securities of the company held by the person subject to the lock-up in connection with the termination of employment with, or service to, the company;
 - by surrender or forfeiture of shares of Common Stock 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 stock options, restricted stock, other equity awards, warrants or other rights to acquire shares of Common Stock; or
 - pursuant to a bona fide tender offer for shares of the company's securities, merger, consolidation or other similar transaction made to all holders of the company's securities that has been approved by the company's board of directors, which results in any person or group of persons becoming the beneficial owners (as defined in Rules 13d-3 and
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13d-5 of the Act) of 90% of the outstanding voting securities of the company (or the surviving entity).

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 or acquired later by the person executing the agreement or for which the person executing the agreement later acquires the power of disposition.

Third Amended and Restated Stockholders Agreement

The limited liability companies that are the record owners of the shares of Common Stock reported herein, together with certain other stockholders of the issuer, have entered into a Third Amended and Restated Stockholders Agreement that provides for registration rights with respect to the shares of Common Stock covered thereby. Upon the closing of the issuer's initial public offering, shares of Common Stock covered thereby ("registrable securities") became entitled to certain rights with respect to registration of such shares under the Securities Act of 1933 ("Securities Act").

Demand Registration Rights: At any time beginning 180 days following March 18, 2021, the holders of at least 20% of the registrable securities then outstanding have the right to make up to two demands that the issuer file a registration statement under the Securities Act subject to specified conditions and exceptions. Such request for registration must cover shares with an anticipated aggregate offering price to the public of at least \$25 million.

Piggyback Registration Rights: If the issuer registers any securities for public sale, the holders of its registrable securities then outstanding will each be entitled to notice of the registration and will have the right to include their shares in the registration statement, subject to specified exceptions. The underwriters of any underwritten offering will have the right to limit the number of shares having registration rights to be included in such registration statement, but not below 25% of the total amount of securities included in such registration.

Registration on Form S-3: If the issuer is eligible to file a registration statement on Form S-3, the holders of at least 20% of the registrable securities then outstanding have the right to demand that the issuer file registration statements on Form S-3, provided that the aggregate amount of securities to be sold under the registration statement is at least \$5.0 million, net of underwriting discounts and commissions and specified expenses. The issuer is not obligated to effect a demand for registration on Form S-3 by holders of its registrable securities more than two times during any 12-month period. The right to have such shares registered on Form S-3 is further subject to other specified conditions and limitations.

Expenses of Registration: The issuer will pay all expenses relating to any demand, piggyback or Form S-3 registration, other than underwriting discounts and commissions, subject to specified conditions and limitations.

Termination of Registration Rights: The demand, piggyback and Form S-3 registration rights described above will terminate on the earliest to occur of (1) the closing of a deemed liquidation event, as defined in the issuer's certificate of incorporation, (2) the five-year anniversary of the closing of

the issuer's initial public offering and (3) with respect to each stockholder, at such time as Rule 144 under the Securities Act or another similar exemption is available for the sale of all of such holder's shares without limitation during a three-month period without registration.

Item 7. Material to be Filed as Exhibits

Exhibit	Description
EX-99.1	Form of Lock-Up Agreement
EX-99.2	Third Amended and Restated Stockholders Agreement by and among the registrant and certain of its stockholders, dated as of September 2, 2020 (incorporated by reference to Exhibit 4.1 to the Issuer's Registration Statement on Form S-1 (SEC 333-253622), filed with the SEC on February 26, 2021).

[SIGNATURES]

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: March 29, 2021

Signature: /s/ Nicholas Haft
Name: Nicholas Haft

Finch Therapeutics Group, Inc.**Form of Lock-Up Agreement**

[•], 2020

BOFA SECURITIES, INC.
JEFFERIES LLC
EVERCORE GROUP L.L.C.
as Representatives of the several
Underwriters to be named in the
within-mentioned Underwriting Agreement

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

c/o Jefferies LLC
520 Madison Avenue
New York, New York 10022

c/o Evercore Group L.L.C.
55 East 52nd Street
New York, New York 10055

Re: Proposed Initial Public Offering by Finch Therapeutics Group, Inc.

Ladies and Gentlemen:

The undersigned understands that BofA Securities, Inc. (“BofA”), Jefferies LLC (“Jefferies”) and Evercore Group L.L.C. (together with BofA and Jefferies, the “Representatives”) propose to enter into an Underwriting Agreement (the “Underwriting Agreement”) with Finch Therapeutics Group, Inc., a Delaware corporation (the “Company”), providing for the initial public offering (the “Offering”) of shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”). In recognition of the benefit that the Offering will confer upon the undersigned as a stockholder, an officer, a director and/or other holder of the Company’s equity securities, as applicable, 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 the Representatives, (i) directly or indirectly, 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 Common Stock or any securities convertible into or exercisable or exchangeable for shares of 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, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended (the “Securities Act”), 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

shares 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 Common Stock the undersigned may purchase in the offering.

If the undersigned is an officer or director of the Company, (1) the Representatives 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 Representatives will notify the Company of the impending release or waiver, and (2) the Company has agreed, or will agree, 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 Representatives 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 Lock-Up Agreement 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 transfer the Lock-Up Securities without the prior written consent of the Representatives, provided that (1) with respect to clauses (i) through (v), (A) the Representatives receive a signed lock-up agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, (B) any such transfer shall not involve a disposition for value, and (C) no filing pursuant to Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is required for any such transfer, and (2) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers:

- (i) as a *bona fide* gift or gifts, including *bone fide* gift or gifts to a charitable organization or educational institution;
 - (ii) to any member of the immediate family of the undersigned or any trust 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);
 - (iii) to any corporation, partnership, limited liability company, or other entity, all of the beneficial ownership interests of which are held by the undersigned;
 - (iv) as a distribution to limited partners, members or stockholders of the undersigned;
 - (v) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned;
 - (vi) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned upon the death of the undersigned; provided that if a filing pursuant to Section 16(a) of the Exchange Act, is required, such filing shall describe the nature of the transfer;
 - (vii) by operation of law pursuant to orders of a court or regulatory agency, a domestic order or negotiated divorce settlement; provided that if a filing pursuant to Section 16(a) of the Exchange Act is required, such filing shall describe the nature of the transfer;
 - (viii) pursuant to any contractual arrangement described in the final prospectus relating to the Offering that provides for the repurchase by the Company of securities of the Company
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held by the undersigned in connection with the termination of the undersigned's employment with, or service to, the Company; provided that if a filing pursuant to Section 16(a) of the Exchange Act is required, such filing shall describe the nature of the transfer;

- (ix) by surrender or forfeiture of shares of Common Stock 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 stock options, restricted stock, other equity awards, warrants or other rights to acquire shares of Common Stock as described in the final prospectus relating to the Offering; provided that if a filing pursuant to Section 16(a) of the Exchange Act is required, such filing shall describe the nature of the transfer; or
- (x) pursuant to a bona fide tender offer for shares of the Company's securities, merger, consolidation or other similar transaction made to all holders of the Company's securities that has been approved by the Company's board of directors, which results in any person or group of persons becoming the beneficial owners (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 90% of the outstanding voting securities of the Company (or the surviving entity); provided that in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities shall remain subject to the restrictions contained herein during the Lock-Up Period.

Furthermore, during the Lock-Up Period, the undersigned may sell shares of Common Stock purchased by the undersigned in the open market following the Offering if and only if (i) such sales are not required to be reported in any public report or filing with the Securities and Exchange Commission, or otherwise and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding such sales. In addition, nothing in this Lock-Up Agreement shall prohibit the undersigned from exercising options or warrants for shares of Common Stock or the conversion of convertible securities of the Company held by the undersigned into shares of Common Stock; provided that the shares of Common Stock acquired upon such exercise and/or conversion shall be subject to the terms of this Lock-Up Agreement.

The undersigned may enter into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act relating to the sale of securities of the Company; provided that the securities subject to such plan may not be sold and no public disclosure of any such action and no public filing with the Securities and Exchange Commission, or otherwise, shall be required or shall be voluntarily made by any person until after the expiration of the Lock-Up Period.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions.

With respect to the Offering and during the Lock-up Period, the undersigned waives any registration rights relating to registration under the Securities Act of the offer and sale of any shares of Common Stock and/or any Lock-Up Securities owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

The undersigned hereby represents and warrants that the undersigned has full power, capacity and authority to enter into this Lock-up Agreement. This Lock-up Agreement is irrevocable and will be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. The undersigned hereby agrees that, to the extent that the terms of this Lock-up Agreement conflict with or are in any way inconsistent with any investor rights agreement, any market standoff agreement, stock option agreement, stock purchase agreement, or any other lock-up agreement related to the Common Stock to

which the undersigned and the Company may be party, this Lock-up Agreement supersedes such investor rights agreement, market standoff agreement or other lock-up agreement.

Notwithstanding anything to the contrary contained herein, this Lock-Up Agreement will automatically terminate and the undersigned will be released from all of his, her or its obligations hereunder upon the earliest to occur, if any, of (i) if the Representatives, on the one hand, or the Company, on the other hand, informs the other, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Offering, (ii) the date the Company files an application with the Securities and Exchange Commission to withdraw the registration statement on Form S-1 related to the Offering, (iii) the date the Underwriting Agreement is terminated prior to payment for and delivery of the shares of Common Stock to be sold thereunder or (iv) June 30, 2021, 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 such date, extend such date for a period of up to an additional three months).

This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

Name

Authorized Signature

Title

If not signing in an individual capacity:

Name of Authorized Signatory (*Print*)

Title of Authorized Signatory (*Print*)

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