
United States
Securities and Exchange Commission
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

**Information to be Included in Statements Filed Pursuant to § 240.13d-1(a) and
Amendments Thereto Filed Pursuant to § 240.13d-2(a)**

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

Merus N.V.
(Name of Issuer)

Common Shares
(Title of Class of Securities)

N5749R100
(CUSIP Number)

Bas Vaessen
c/o LSP
Johannes Vermeerplein 9,
1071 DV Amsterdam,
The Netherlands
+31 (0) 20 664 55 00

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

November 4, 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 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAMES OF REPORTING PERSONS Coöperatief LSP IV UA	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,225,661
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,225,661
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,225,661	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.2%	
14	TYPE OF REPORTING PERSON OO	

1	NAMES OF REPORTING PERSONS LSP IV Management B.V.	
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 if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,225,661
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,225,661
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,225,661	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.2%	
14	TYPE OF REPORTING PERSON OO	

Explanatory Note

This Amendment No. 1 to Schedule 13D (“Amendment No. 1”) amends and supplements the Statement on Schedule 13D filed with the United States Securities and Exchange Commission on June 3, 2016 (the “Statement”), relating to the common shares (the “Common Shares”) of Merus N.V., a corporation formed under the laws of the Netherlands (the “Issuer”). Capitalized terms used herein without definition shall have the meaning set forth in the Statement.

Item 4. Purpose of Transaction

Item 4 of the Statement is hereby amended and supplemented by inserting the following

Lock-Up Agreement

On November 4, 2019 LSP IV entered into a letter agreement (the “2019 Lock-Up Agreement”) with Citigroup Global Markets Inc. (“Citigroup”) and Jefferies LLC (“Jefferies”), as representatives of the several underwriters in connection with a proposed public offering of the Common Shares by the Issuer (the “Offering”). Pursuant to the 2019 Lock-Up Agreement, LSP IV agreed not to, without the prior written consent of Citigroup and Jefferies and subject to limited exceptions, offer, sell, contract to sell, pledge or otherwise dispose of, or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition of (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), or establish or increase a put equivalent position or liquidate or decrease a call equivalent position with respect to, any Common Shares or securities convertible into, or exercisable or exchangeable for such Common Shares, for a period of 90 days after the date of the underwriting agreement by and among the Issuer and the underwriters party thereto (the “Lock-Up Period”). The 2019 Lock-Up Agreement automatically terminates and shall be of no further force or effect following the expiration of the Lock-Up Period.

The foregoing description of the 2019 Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement filed as an exhibit to this Schedule 13D, and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

(a) – (b)

The following sets forth the aggregate number and percentage of Common Shares beneficially owned by each of the Reporting Persons, as well as the number of Common Shares as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition of as of November 7, 2019, based on 28,870,052 Common Shares outstanding following completion of the Offering.

Reporting Person	Amount beneficially owned	Percent of class	Sole power to vote or to direct the vote	Shared power to vote or to direct the vote	Sole power to dispose or to direct the disposition of	Shared power to dispose or to direct the disposition of
Coöperatief LSP IV UA	1,225,661	4.2%	0	1,225,661	0	1,225,661
LSP IV Management B.V.	1,225,661	4.2%	0	1,225,661	0	1,225,661

LSP IV is the record holder of 1,225,661 Common Shares. LSP IV Management B.V. is the sole director of LSP IV. The managing directors of LSP IV Management B.V. are Martijn Kleijwegt, Rene Kuijten and Joachim Rothe. As such, LSP IV Management B.V., Martijn Kleijwegt, Rene Kuijten and Joachim Rothe may be deemed to beneficially own the Common Shares held of record by LSP IV.

Except as set forth in this Item 5(a)-(b), each of the persons named in this Item 5(a)-(b) disclaims beneficial ownership of any Common Shares owned beneficially or of record by any other person named in this Item 5(a)-(b).

(c) None.

(d) None.

(e) This Amendment No. 1 is being filed to report that, as of November 7, 2019, the Reporting Persons ceased to be the beneficial owners of more than five percent of the Common Shares.

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

Item 4 above summarizes certain provisions of the 2019 Lock-Up Agreement and is incorporated herein by reference. A copy of such agreement is attached as an exhibit to this Schedule 13D, and incorporated herein by reference.

Except as set forth herein, none of the Reporting Persons or Related Persons has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including, but not limited to, any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Materials to be Filed as Exhibits

<u>Exhibit Number</u>	<u>Description</u>
1	Joint Filing Agreement (incorporated by reference to the Schedule 13D filed by the Reporting Persons on June 3, 2016).
4	Lock-Up Agreement.

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: November 8, 2019

Coöperatief LSP IV U.A.

By: LSP IV Management B.V.
Title: Managing Director

By: /s/ M. Kleijwegt and R.R. Kuijten
Name: M. Kleijwegt and R.R. Kuijten
Title: Managing Directors

LSP IV Management B.V.

By: /s/ M. Kleijwegt and R.R. Kuijten
Name: M. Kleijwegt and R.R. Kuijten
Title: Managing Directors

Lock-up Agreement

Merus N.V.
Public Offering of Common Shares

November 4, 2019

Citigroup Global Markets Inc.
Jefferies LLC
As Representatives of the several Underwriters,

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

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

Ladies and Gentlemen:

This letter (the “**Lock-Up Agreement**”) is being delivered to you in connection with the proposed Underwriting Agreement (the “**Underwriting Agreement**”), among Merus N.V., a limited liability company incorporated under the laws of the Netherlands (the “**Company**”), and each of you as representatives of a group of Underwriters named therein, relating to an underwritten public offering (the “**Offering**”) of Common Shares, nominal value €0.09 per share (the “**Common Shares**”), of the Company pursuant to a Registration Statement on Form F-3 filed with the Securities and Exchange Commission (the “**SEC**”).

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of Citigroup Global Markets Inc. (“**Citigroup**”) and Jefferies LLC (“**Jefferies**”), offer, sell, contract to sell, pledge or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the SEC in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations of the SEC promulgated thereunder with respect to, any Common Shares of the Company or any securities convertible into, or exercisable or exchangeable for such Common Shares, which are owned by the undersigned or may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”) (collectively, the “**Locked-Up Securities**”), or publicly announce an intention to effect any such transaction, for a period from the date hereof until 90 days after the date of the Underwriting Agreement (the “**Lock-Up Period**”).

Notwithstanding the foregoing, the undersigned may transfer the undersigned's Locked-Up Securities, or publicly announce an intention to effect any such transaction:

- (i) 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,
- (ii) to any member of the immediate family of the undersigned or any trust or other legal entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the transferee agrees to be bound in writing by the restrictions set forth herein,
- (iii) by will or intestacy, provided that the transferee agrees to be bound in writing by the restrictions set forth herein,
- (iv) to the Company upon the vesting or exercise of an option or other award granted under a stock incentive plan or stock purchase plan of the Company described in the Prospectus (as defined in the Underwriting Agreement) or the conversion or exercise of a warrant of the Company described in the Prospectus (in each case, by way of "net" exercise in accordance with their terms, and/or to cover withholding tax obligations in connection with such exercise, but for the avoidance of doubt, excluding all manners of exercise that would involve a sale to a third party of any securities, whether to cover the applicable aggregate exercise price, withholding tax obligations or otherwise), provided that any such Common Shares received upon such vesting or exercise shall be subject to the terms of this Lock-Up Agreement,
- (v) to the Company, or have Common Shares withheld by the Company, solely in connection with the payment of taxes due with respect to the vesting of restricted stock granted under a stock incentive plan or pursuant to a contractual employment arrangement described in the Prospectus,
- (vi) in connection with an exercise of an option or vesting of a restricted share unit granted under any stock incentive plan or stock purchase plan of the Company, described in the Prospectus, provided that the underlying Common Shares shall continue to be subject to the restrictions on transfer set forth in this Lock-Up Agreement,
- (vii) acquired in the Offering or in open market transactions after the Offering, provided that no public disclosure or filing under the Exchange Act shall be required, or made voluntarily;
- (viii) to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which are held by the undersigned or its affiliates, provided that the transferee agrees to be bound in writing by the restrictions set forth herein and that any such transfer shall not involve a disposition for value, provided that no public disclosures or filing under the Exchange Act shall be required, or made voluntarily,

- (ix) as part of a distribution, transfer or disposition by the undersigned to its limited or general partners, members, stockholders or affiliates (as defined under Rule 12b-2 of the Exchange Act), provided that the transferee agrees to be bound in writing by the restrictions set forth herein and that any such transfer shall not involve a disposition for value, provided that no public disclosures or filing under the Exchange Act shall be required, or made voluntarily,
- (x) by operation of law, including pursuant to orders of a court or regulatory agency, a domestic order or negotiated divorce settlement,
- (xi) pursuant to any contractual arrangement described in the Prospectus in effect on the date of this Lock-Up Agreement that provides for the repurchase of the undersigned's Common Shares by the Company in connection with the termination of the undersigned's employment or other service relationship with the Company or the undersigned's failure to meet certain conditions set out upon receipt of such Common Shares,
- (xii) in connection with the conversion of any convertible security into, or the exercise of any option or warrant for, Common Shares in connection with the consummation of the offering contemplated by the Underwriting Agreement in a manner consistent with the description of such conversion or exercise contained in the Prospectus, provided, that any such Common Shares received shall be subject to the terms of this Lock-Up Agreement,
- (xiii) pursuant to a bona fide third-party tender offer for all outstanding shares of the Company, merger, consolidation or other similar transaction made to all holders of the Company's securities involving a change of control of the Company (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Common Shares or other such securities in connection with such transaction, or vote any Common Shares or other such securities in favor of any such transaction), provided that in the event that such tender offer, merger, consolidation or other such transaction is not completed, such securities held by the undersigned shall remain subject to the provisions of this Lock-Up Agreement, and
- (xiv) sales or transfers made pursuant to any contract, instruction or plan (a "**Plan**") pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares entered into by the undersigned prior to the date of this Lock-Up Agreement and such Plan has been provided to Citigroup and Jefferies prior to date hereof; provided that, to the extent a public announcement or filing under the Exchange Act, if any, is required or voluntarily made by or on behalf of the undersigned or the Company regarding any such sales or transfers, such announcement or filing shall include a statement to the effect that the sale or transfer was made pursuant to a trading plan established pursuant to Rule 10b5-1;

provided that, in the case of a transfer pursuant to clause (iv) or (v) above, if the undersigned is required to make a filing under the Exchange Act reporting a reduction in beneficial ownership of Common Shares during the Lock-up Period, the undersigned shall include a statement in such report to the effect that the purpose of such transfer was to cover tax obligations of the undersigned in connection with such exercise.

Furthermore, nothing in this Lock-Up Agreement shall be deemed to prevent the undersigned from establishing a Plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares, provided that (a) such Plan does not provide for the transfer of Locked-Up Securities during the Lock-Up Period and (b) no filing under the Exchange Act nor any other public filing or disclosure of any such action shall be required or voluntarily made by any person during 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 undersigned's Locked-Up Securities, except in compliance with the foregoing restrictions.

If (i) the Company, on the one hand, or Citigroup and Jefferies, on the other hand, notifies the other in writing that it does not intend to proceed with the Offering, (ii) the Underwriting Agreement is not executed on or before November 26, 2019, or (iii) the Underwriting Agreement (other than the provisions thereof that survive termination) terminates or is terminated prior to the Closing Date (as defined in the Underwriting Agreement), then in each case, this Lock-Up Agreement shall automatically, and without any action on the part of any other party, terminate and be of no further force and effect, and the undersigned shall automatically be released from the obligations under this Lock-Up Agreement.

Notwithstanding any agreement between you and any other person, including without limitation, any person who may be deemed to beneficially own the Common Shares owned or held by the undersigned, to the contrary, the terms of this Lock-Up Agreement shall control.

Yours very truly,

M. Kleijwegt and R.R. Kuijten

Signature

Coöperatief LSP IV U.A.

By: LSP IV Management B.V.

Title: Managing Director

By: /s/ M. Kleijwegt and R.R. Kuijten

Name: M. Kleijwegt and R.R. Kuijten

Title: Managing Directors