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

SCHEDULE 13D

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

Merus N.V.
(Name of Issuer)

Common Shares, nominal value €0.09 per share
(Title of Class of Securities)

N5749R100
(CUSIP Number)

**Thomas Dyrberg
Novo A/S
Tuborg Havnevej 19
Hellerup, Denmark DK-2900
+45 3527 6592**

Copy to:

**B. Shayne Kennedy, Esq.
Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
Telephone: (714) 540-1235**

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

May 19, 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 which is subject of this Schedule 13D, and is filing this statement because of Rule 13d-1(e), 13d-1(f) or 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 Rule 13d-7(b) 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 (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 Person: Novo A/S |
| 2. | Check the Appropriate Box if a Member of Group (See Instructions): (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> |
| 3. | SEC Use Only: |
| 4. | Source of Funds: WC |
| 5. | Check if Disclosure of Legal Proceedings is Required Pursuant to <u>Items 2(d)</u> or <u>2(e)</u>: <input type="checkbox"/> |
| 6. | Citizenship or Place of Organization: Denmark |
| Number of Shares Beneficially Owned By Each Reporting Person With: | 7. Sole Voting Power: 1,407,399 |
| | 8. Shared Voting Power: 0 |
| | 9. Sole Dispositive Power: 1,407,399 |
| | 10. Shared Dispositive Power: 0 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person: 1,407,399 |
| 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): 9.1% (1) |
| 14. | Type of Reporting Person: CO |

- (1) Based upon 15,407,108 Common Shares outstanding as of the Issuer's initial public offering as reported in the Issuer's prospectus (Form 424B4) filed with the Securities and Exchange Commission on May 20, 2016.

Item 1. Security and Issuer

This Schedule 13D relates to the common shares, nominal value €0.09 per share (the “Common Shares”), of Merus N.V. (formerly Merus B.V.) (the “Issuer”), a corporation formed under the laws of the Netherlands. The Issuer’s principal office is located at Padualaan 8 (postvak 133), 3584 CH Utrecht, the Netherlands.

Item 2. Identity and Background

- (a) The reporting person (“Reporting Person”) is Novo A/S, a Danish limited liability company that is wholly owned by Novo Nordisk Fonden (the “Foundation”), a Danish commercial foundation. Novo A/S is the holding company in the group of Novo companies (currently comprised of Novo Nordisk A/S, Novozymes A/S and NNIT A/S) and is responsible for managing the Foundation’s assets, including its financial assets. Based on the governance structure of Novo A/S and the Foundation, the Foundation is not deemed to have any beneficial ownership of the securities of the Issuer held by Novo A/S.

The name of each director and executive officer of both Novo A/S and the Foundation is set forth on Schedule I to this Schedule 13D.

- (b) The business address of both Novo A/S and the Foundation is Tuborg Havnevej 19, 2900 Hellerup, Denmark.

The residence or business address of each director and executive officer of both Novo A/S and the Foundation is set forth on Schedule I to this Schedule 13D.

- (c) Novo A/S, a holding company that is responsible for managing the Foundation’s assets, provides seed and venture capital to development stage companies and invests in well-established companies within the life science and biotechnology sector.

The Foundation is a Danish self-governing and profit-making foundation, whose objectives are to provide a stable basis for commercial and research activities undertaken by the group of Novo companies and to support scientific, humanitarian and social purposes through grants.

- (d) Within the last five years, neither Novo A/S, the Foundation, nor any person named in Schedule I has been convicted in any criminal proceedings.

- (e) Within the last five years, neither Novo A/S, the Foundation, nor any person named in Schedule I 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

Prior to the Issuer’s initial public offering (the “IPO”), the Reporting Person held the following securities of the Issuer:

1,206,300 Class C preferred shares (the “Class C Shares”) acquired in a private placement on August 20, 2015 at a purchase price of EUR 6.66 per share for an aggregate purchase price of EUR 8,033,958. The holders of Class C Shares received a per share distribution at the rate of 8% of the original purchase price of such class per annum, compounding annually, and accruing on a daily basis, payable in kind upon the conversion of the Issuer’s preferred shares into Common Shares. As a result of a 1-for-1.80 reverse share split effected by the Issuer on May 6, 2016, Novo A/S held a total of 707,399 Class C Shares prior to the IPO (comprised of 670,167 Class C Shares and 37,232 Class C Shares issued in satisfaction of its entitlement to accrued distributions in kind). Upon the IPO closing, the Class C Shares automatically converted on a one-for-one basis for no additional consideration into 707,399 Common Shares.

The purchase price of the Class C Shares was paid by Novo A/S from its working capital.

On May 19, 2016, the Reporting Person:

- (i) held an aggregate of 707,399 Common Shares from the conversion of the Class C Shares (the “Converted Shares”) that occurred upon the closing of the IPO; and
- (ii) purchased 700,000 additional Common Shares from the underwriters (the “IPO Shares”) at USD \$10.00 per share for an aggregate purchase price of USD \$7,000,000 pursuant to the provisions of the Underwriting Agreement among the Issuer and the several underwriters for the offering (the “Underwriters”). The IPO Shares with the Converted Shares resulted in a total of 1,407,399 Common Shares held by Novo A/S. The purchase price of the IPO Shares was paid by Novo A/S from its working capital.

Item 4. Purpose of Transaction

The acquisitions of Issuer securities made by Novo A/S, as described in this Schedule 13D, were for investment purposes. Novo A/S intends to review its investments in the Issuer on a continuing basis and any actions Novo A/S might undertake will be dependent upon its review of numerous factors from time to time, including, but not limited to: an ongoing evaluation of the Issuer’s business, financial condition, operations and prospects; price levels of the Issuer’s securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments. Novo A/S may, at any time and from time to time, acquire additional securities of the Issuer, or retain or sell all or a portion of the securities of the Issuer then held, in the open market or in privately negotiated transactions. Other than as described herein, Novo A/S currently does not have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, Novo A/S may change its purpose or formulate different plans or proposals with respect thereto at any time. Jack B. Nielsen, a member of the supervisory board of the Issuer, is employed as a Senior Partner of Novo A/S. Mr. Nielsen is not deemed a beneficial owner of, and does not have a reportable pecuniary interest in, the Novo Shares (as defined below).

Item 5. Interest in Securities of the Issuer

(a) Novo A/S beneficially owns 1,407,399 Common Shares (the “Novo Shares”), representing approximately 9.1% of the Issuer’s outstanding Common Shares, based upon 15,407,108 Common Shares outstanding as of the Issuer’s initial public offering as reported in the Issuer’s prospectus (Form 424B4) filed with the Securities and Exchange Commission on May 20, 2016.

(b) Novo A/S is a Danish limited liability company wholly owned by the Novo Nordisk Foundation. Novo A/S, through its Board of Directors (the “Novo Board”), has the sole power to vote and dispose of the Novo Shares. The Novo Board, currently comprised of Sten Scheibye, Goran Ando, Jeppe Christiansen, Steen Riisgaard and Per Wold-Olsen, may exercise voting and dispositive control over the Novo Shares only with the support of a majority of the Novo Board. As such, no individual member of the Novo Board is deemed to hold any beneficial ownership or reportable pecuniary interest in the Novo Shares. Jack B. Nielsen, a member of the supervisory board of the Issuer, is employed as a Senior Partner of Novo A/S. Mr. Nielsen is not deemed a beneficial owner of, and does not have a reportable pecuniary interest in, the Novo Shares. Except as described in this Schedule 13D, neither the Foundation nor any person listed on Schedule I has the power to direct the vote as to, or the disposition of the Novo Shares.

(c) Except as set forth in Item 3 of this Schedule 13D, Novo A/S has not effected any transactions in the Issuer’s Common Shares within the past 60 days and neither the Foundation nor any person listed on Schedule I has effected any transactions in the Issuer’s Common Shares within the past 60 days.

(d) Novo A/S does not know of any other person having the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Issuer’s Common Shares held in the name of the Novo A/S and reported herein.

(e) Not applicable.

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

Registration Rights Agreement

Effective upon the closing date of the IPO, the Issuer, Novo A/S and certain other holders of the Issuer's securities entered into a registration rights agreement, pursuant to which the Issuer granted demand registration rights, short-form registration rights and piggyback registration rights to such shareholders. The rights of any shareholder under such agreement will terminate upon the earlier to occur of: (a) the fourth anniversary of the Issuer's IPO, and (b) such time as Rule 144 or another similar exemption under the Securities Act of 1933, as amended, is available for the sale of all such shareholder's Common Shares without limitation during a three-month period without registration.

Lock-Up Agreement

Novo A/S entered into a letter agreement with the Issuer and the Underwriters, on September 4, 2015 which was subsequently amended on April 6, 2016 (the "Lock-Up Agreement"). Pursuant to such agreement Novo A/S agrees, without the prior written consent of the Underwriters and subject to limited exceptions, not to offer, pledge, announce the intention to sell, 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 dispose of, directly or indirectly, or enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Shares or such other securities for a period of 180 days after the date of the final prospectus used to sell Common Shares in the IPO. The Lock-Up Agreement automatically terminates and shall be of no further force or effect following the expiration of the Lock-Up Period.

The descriptions contained in this Statement on Schedule 13D of the Registration Rights Agreement and the Lock-Up Agreement are summaries only and are qualified in their entireties by the actual terms of each such agreement, which are incorporated herein by this reference. See Item 7 "Material to be Filed as Exhibits."

Except for the Registration Rights Agreement and the Lock-Up Agreement, neither Novo A/S, the Foundation, nor any person named in Schedule I has entered into any contracts, arrangements, understandings or relationships with respect to securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit A: Form of Registration Rights Agreement (incorporated by reference to Exhibit 4.1 of Form F-1 Registration Statement of the Issuer filed January 21, 2016 (File No. 333-2074990)).

Exhibit B: Form of Lock-Up Agreement, as amended.

SIGNATURE

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.

Dated: May 26, 2016

Novo A/S

/s/ Thomas Dyrberg

By: Thomas Dyrberg

Its: Chief Executive Officer

Schedule I

Information regarding each director and executive officer of both Novo A/S and the Novo Nordisk Foundation is set forth below.

| <i>Novo A/S</i> | | | |
|--|--|--|--------------------|
| <u>Name, Title at Novo A/S</u> | <u>Address</u> | <u>Principal Occupation</u> | <u>Citizenship</u> |
| Sten Scheibye Chairman of the Board | Rungsted Strandvej 197C 2960 Rungsted Kyst, Denmark | Professional Board Director | Denmark |
| Göran Ando Director | Essex Woodlands Berkeley Square House Berkeley Square London, W1J 6BD United Kingdom | Self-employed Professional Board Director | Sweden |
| Jeppé Christiansen Director | Kollemose 37 2830 Virum Denmark | Chief Executive Officer Fondsmaeglerselskabet Maj Invest A/S | Denmark |
| Steen Riisgaard Director | Hestetangsvej 155 3520 Farum Denmark | Professional Board Director | Denmark |
| Per Wold-Olsen Director | T7B22 Favray Court Tigne Point TP01 Malta | Professional Board Director | Norway |
| Thomas Dyrberg Chief Executive Officer of Novo A/S and Managing Partner-Ventures | Bengtassevej 9 a 2900 Hellerup Denmark | Chief Executive Officer of Novo A/S and Managing Partner-Ventures | Denmark |
| Michael Shalmi Managing Partner Large Investments | Stigårdsvej 4 2900 Hellerup Denmark | Head of Large Investments, Novo A/S | Denmark |

Novo Nordisk Foundation

| <u>Name, Title at Novo Nordisk Foundation</u> | <u>Address</u> | <u>Principal Occupation</u> | <u>Citizenship</u> |
|---|--|---|--------------------|
| Sten Scheibye Chairman of the Board | Rungsted Strandvej 197C 2960 Rungsted Kyst Denmark | Professional Board Director | Denmark |
| Bo Ahrén Director | Merkuriusgatan 11 S-224 57 Lund Sweden | Professor of Medicine, Lund University Lund, Sweden | Sweden |
| Karsten Dybvad Chief Executive Officer | Carl Baggers Alle 15 2920 Charlottenlund Denmark | Director General and Chief Executive Officer DI (Confederation of Danish Industry) | Denmark |
| Lars Fugger Director | Staunton Road 72 OX3 7TP Great Britain | Professor, John Radcliffe Hospital University of Oxford, Oxford, Great Britain | Denmark |

Novo Nordisk Foundation

| Name, Title at Novo Nordisk Foundation | Address | Principal Occupation | Citizenship |
|---|--|--|--------------------|
| Anne Marie Kverneland Director | Nybrovej 216 2800 Kgs. Lyngby Denmark | Laboratory Technician Novo Nordisk A/S | Denmark |
| Lars Bo Køppler Director | Anemonevej 7 3550 Slangerup Denmark | Technician Novozymes A/S | Denmark |
| Désirée J. Asgreen Director | Strandhaven 105 2665 Vallensbæk Strand Denmark | Project Director Novo Nordisk A/S | Denmark |
| Marianne Philip Director | Tranegårdsvej 5 2900 Hellerup Denmark | Attorney | Denmark |
| Steen Riisgaard Vice Chairman of the Board | Hestetangsvej 155 3520 Farum Denmark | Professional Board Director | Denmark |
| Birgitte Nauntofte Chief Executive Officer | Engbakkevej 24 2920 Charlottenlund Denmark | Chief Executive Officer Novo Nordisk Foundation | Denmark |

Lock-up Agreement

Merus B.V.
Public Offering of Common Shares

, 2015

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"), between Merus B.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 €0.05 per share (the "Common Shares"), of the Company.

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 Securities and Exchange Commission (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 180 days after the date of the Underwriting Agreement (the "Lock-Up Period"). If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing restrictions shall be equally applicable to any issuer-directed Common Shares the undersigned may purchase in the Offering.

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 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 (other than issuer-directed Common Shares purchased by officers or directors in the Offering) or in open market transactions after the Offering,
- (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 no public disclosures or filing under the Exchange Act shall be required, or made voluntarily,

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- (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 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, and
 - (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;

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 any contract, instruction or plan (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.

If the undersigned is an officer or director of the Company, (i) Citigroup and Jefferies 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 Common Shares, Citigroup and Jefferies 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 Citigroup and Jefferies 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 Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

In the event that, during the Lock-Up Period, Citigroup and Jefferies waive any prohibition on the transfer of any Locked-Up Securities held by any person or entity other than the undersigned, then Citigroup and Jefferies shall be deemed to have also waived, on the same terms, the prohibitions set forth in this Lock-Up Agreement that would otherwise have applied to the undersigned on a pro-rata basis with respect to the same proportion of the undersigned's Locked-Up Securities as (x) the aggregate Locked-Up Securities held by such party receiving the waiver that is subject to the waiver bears to (y) the aggregate Common Shares held by such party. The provisions of this paragraph will not apply: (1) unless and until Citigroup and Jefferies have first waived more than 1% of the Company's total outstanding Common Shares (determined as of the Closing Date for, and giving effect to, the Offering) from such prohibitions, (2) (a) if the release or waiver is effected solely to permit a transfer not involving a disposition for value and (b) 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, or (3) if the release or waiver is granted to a holder of Locked-Up Securities in connection with an underwritten public offering, whether or not such offering is wholly or partially a secondary offering, of Common Shares pursuant to a registration statement under the Securities Act; provided that in the event of any release or waiver pursuant to this clause (3), the same percentage of the undersigned's Locked-Up Securities (determined as set forth above) shall be released, but only for the purpose of participating in such offering. In the event that any percentage of such Locked-Up Securities released from the restrictions set forth in this Lock-Up Agreement are subject to any restrictions of the type set forth in this Lock-Up Agreement, the same restrictions shall be applicable to the release of the same percentage of the undersigned's Locked-Up Securities. In the event that, as a result of this paragraph, any Locked-Up Securities held by the undersigned are released from the restrictions imposed by this Lock-Up Agreement, Citigroup and Jefferies shall use commercially reasonable efforts to notify the Company within two business days of the effective date of such release, and the Company, in turn, shall notify the undersigned within two business days thereafter that the same percentage of aggregate Locked-Up Securities held by the undersigned has been released from the restrictions set forth in this Lock-Up Agreement; provided that the failure to give such notice to the Company or the undersigned shall not give rise to any claim or liability against Citigroup or Jefferies.

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 Company files an application to withdraw the registration statement related to the Offering, (iii) the Underwriting Agreement is not executed on or before February 28, 2016, or (iv) 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.

Yours very truly,

Signature

Printed Name of Person Signing

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

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

Re: Extension of Lock-Up Agreement

Ladies and Gentlemen:

The undersigned has executed and delivered a “lock-up” agreement (the “Lock-Up Agreement”) to you, as Representatives of the several underwriters, in connection with the proposed initial public offering of common shares, nominal value €0.05 per share of Merus B.V., a limited liability company incorporated under the laws of the Netherlands (the “Company”). By signing below, the undersigned agrees that the penultimate paragraph of the Lock-Up Agreement is hereby deleted and replaced with the following:

“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 Company files an application to withdraw the registration statement related to the Offering, (iii) the Underwriting Agreement is not executed on or before September 30, 2016, or (iv) 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.”

All other terms and conditions of the Lock-Up Agreement shall remain in full force and effect. Capitalized terms used but not defined herein have the meanings set forth in the Lock-Up Agreement.

Executed as of the date first written above.

Yours very truly,

Signature

Name

Title