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

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**SCHEDULE 13D**  
(Rule 13d-101)

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**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.    )\***

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**Merus N.V.**  
(Name of Issuer)

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**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)

**May 24, 2016**  
(Date of Event which Requires Filing of this Statement)

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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.

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*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.

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\* 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*).

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1	NAMES OF REPORTING PERSONS  <b>Coöperatief LSP IV UA</b>	
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  <b>OO</b>	
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  <b>The Netherlands</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  <b>0</b>
	8	SHARED VOTING POWER  <b>1,225,661</b>
	9	SOLE DISPOSITIVE POWER  <b>0</b>
	10	SHARED DISPOSITIVE POWER  <b>1,225,661</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>1,225,661</b>	
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)  <b>7.6%</b>	
14	TYPE OF REPORTING PERSON  <b>OO</b>	

1	NAMES OF REPORTING PERSONS  <b>LSP IV Management B.V.</b>	
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  <b>OO</b>	
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  <b>The Netherlands</b>	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  <b>0</b>
	8	SHARED VOTING POWER  <b>1,225,661</b>
	9	SOLE DISPOSITIVE POWER  <b>0</b>
	10	SHARED DISPOSITIVE POWER  <b>1,225,661</b>
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  <b>1,225,661</b>	
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)  <b>7.6%</b>	
14	TYPE OF REPORTING PERSON  <b>OO</b>	

**Item 1. Security and Issuer**

This statement on Schedule 13D (“Schedule 13D”) relates to the common shares (the “Common Shares”), of Merus N.V., a corporation formed under the laws of the Netherlands (the “Issuer”), whose principal executive offices are located at Padualaan 8 (postvak 133), 3584 CH Utrecht, the Netherlands.

**Item 2. Identity and Background**

This statement is being filed by the following persons (each a “Reporting Person” and, collectively, the “Reporting Persons”):

Coöperatief LSP IV UA (“LSP IV”)  
LSP IV Management B.V.

Each of the Reporting Persons is organized under the laws of the Netherlands. The business address of each of the Reporting Persons is c/o LSP, Johannes Vermeerplein 9, 1071 DV Amsterdam, the Netherlands.

The Reporting Persons are principally engaged in the business of investments in securities.

The managing directors of LSP IV Management B.V. are Martijn Kleijwegt, Rene Kuijten and Joachim Rothe (collectively, the “Related Persons”). Messrs. Kleijwegt and Kuijten are citizens of the Netherlands, and Mr. Rothe is a citizen of Germany. The business address of each of the Related Persons is c/o LSP, Johannes Vermeerplein 9, 1071 DV Amsterdam, the Netherlands. The current principal occupation of each of the Related Persons is Partner and Managing Director of Life Sciences Partners (“LSP”).

During the last five years, none of the Reporting Persons or Related Persons (i) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration**

Prior to the Issuer’s initial public offering (the “IPO”), LSP IV purchased convertible preferred shares of the Issuer, which were converted into Common Shares prior to the IPO. Additionally, LSP IV purchased 500,000 Common Shares in the IPO at \$10.00 per share for an aggregate purchase price of USD \$5,000,000 pursuant to the provisions of the Underwriting Agreement among the Issuer and the several underwriters for the IPO (the “Underwriters”).

LSP IV obtained the funds for the purchase of the Common Shares through a capital contribution from its members, which in turn obtained such funds from capital contributions from their shareholders and/or partners.

**Item 4. Purpose of Transaction*****Registration Rights Agreement***

Effective upon the closing date of the IPO, the Issuer, LSP IV and certain other holders of the Issuer's securities entered into a registration rights agreement (the "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 the Registration Rights Agreement will terminate upon the earlier to occur of: (a) the fourth anniversary of the 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***

LSP IV entered into a letter agreement with the Issuer and the Underwriters, on September 4, 2015 which was subsequently amended on April 5, 2016 (the "Lock-Up Agreement"). Pursuant to such agreement LSP IV agreed, 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 foregoing descriptions of the Registration Rights Agreement and the Lock-Up Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements filed as exhibits to this Schedule 13D, and incorporated herein by reference.

***General***

The Reporting Persons acquired the securities described in this Schedule 13D for investment purposes and they intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake will be dependent upon the Reporting Persons' review of numerous factors, 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.

The Reporting Persons 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 then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons or their designees to the Issuer's board of directors may engage in discussions with management, the board of directors, and shareholders of the Issuer and other relevant parties or encourage such

persons to consider or explore extraordinary corporate transactions, such as: a merger; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure.

Other than as described above, none of the Reporting Persons currently has 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, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

**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 May 24, 2016, based on 16,080,356 Common Shares outstanding as of May 26, 2016.

<b>Reporting Person</b>	<b>Amount beneficially owned</b>	<b>Percent of class</b>	<b>Sole power to vote or to direct the vote</b>	<b>Shared power to vote or to direct the vote</b>	<b>Sole power to dispose or to direct the disposition of</b>	<b>Shared power to dispose or to direct the disposition of</b>
Coöperatief LSP IV UA	1,225,661	7.6%	0	1,225,661	0	1,225,661
LSP IV Management B.V.	1,225,661	7.6%	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) Except for the acquisition of 500,000 Common Shares in the IPO described in Item 3, during the past 60 days none of the Reporting Persons or Related Persons has effected any transactions in the Common Shares.

(d) None.

(e) Not Applicable.

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

Item 4 above summarizes certain provisions of the Registration Rights Agreement and the Lock-Up Agreement and is incorporated herein by reference. A copy of the each of these agreements 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
2	Registration Rights Agreement (incorporated by reference to Exhibit 4.1 to the Report on Form 6-K filed by the Issuer filed May 27, 2016 (File No. 001-37773)).
3	Lock-Up Agreement, as amended

**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:** June 3, 2016

**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



**JOINT FILING AGREEMENT**

The undersigned hereby agree that they are filing this statement jointly pursuant to Rule 13d-1(k)(1). Each of them is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them of such a statement on Schedule 13D with respect to the Common Shares beneficially owned by each of them of Merus, N.V. This Joint Filing Agreement shall be included as an exhibit to such Schedule 13D.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the 3rd day of June, 2016.

**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 B.V.  
Public Offering of Common Shares

September 4, 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,

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- (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,
  - (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

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- (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

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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,

/s/ René Kuijten and Joachim Rothe

Signature

**Coöperatief LSP IV U.A.**

By: LSP IV Management B.V.

Title: Director

By: René Kuijten and Joachim Rothe

Title: Directors

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,

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

Name: LSP IV Management B.V.

Title: Managing Director

Name: M. Kleijwegt and R.R. Kuijten

Title: Managing Directors