

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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 4)\***

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**Myovant Sciences Ltd.**

(Name of Issuer)

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**Common Shares, \$0.000017727 par value per share**

(Title of Class of Securities)

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**G637AM102**

(CUSIP Number)

**Suite 1, 3rd Floor,  
11-12 St. James's Square,  
London SW1Y 4LB,  
United Kingdom  
+44 207 400 3347**

**With copies to:  
Derek J. Dostal  
Davis Polk & Wardwell LLP  
450 Lexington Ave.  
New York, NY 10017  
(212) 450-4000**

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

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**November 25, 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, as amended (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).

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1. Name of Reporting Persons:  
Roivant Sciences Ltd.

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

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3. SEC Use Only

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4. Source of Funds (See Instructions)  
WC

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
Bermuda

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7. Sole Voting Power  
44,509,411

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
0

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9. Sole Dispositive Power  
44,509,411

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10. Shared Dispositive Power  
0

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
44,509,411

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

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13. Percent of Class Represented by Amount in Row (11)  
49.7% (1)

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14. Type of Reporting Person (See Instructions)  
CO

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- (1) All share percentage calculations in this Amendment No. 4 to the Original Schedule 13D (as defined below) are based on 89,623,564 Common Shares, \$0.000017727 par value per share, of Myovant Sciences Ltd. (the “**Issuer**”), issued and outstanding as of September 30, 2019, as disclosed by the Issuer on its quarterly report on Form 10-Q, as filed with the Securities and Exchange Commission on November 12, 2019.

## EXPLANATORY NOTE

Pursuant to Rule 13d-2 of the Securities Exchange Act of 1934, as amended, this Amendment No. 4 (“**Amendment No. 4**”) amends certain items of the Schedule 13D filed with the Securities and Exchange Commission (the “**SEC**”) on June 14, 2019, as amended by Amendment No. 1 filed with the SEC on July 16, 2019, Amendment No. 2 filed with the SEC on September 6, 2019 and Amendment No. 3 filed with the SEC on November 4, 2019 (as so amended, the “**Original Schedule 13D**”) relating to the Common Shares, \$0.000017727 par value per share (the “**Common Shares**”), of Myovant Sciences Ltd. (the “**Issuer**”), which are beneficially owned by Roivant Sciences Ltd. (“**Roivant**” or the “**Reporting Person**”). The purpose of this Amendment No. 4 is to report (i) the execution of the Stock Purchase Agreement referred to below and (ii) open-market purchases by Roivant of an aggregate of 243,812 Common Shares. Except as set forth below, all Items of the Original Schedule 13D remain unchanged. The Stock Purchase Agreement and open-market purchases were executed in connection with the satisfaction of certain closing conditions to the transactions contemplated by the previously disclosed Transaction Agreement entered into between Roivant, certain of its wholly-owned subsidiaries and Sumitomo Dainippon Pharma Co., Ltd. on October 31, 2019. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Original Schedule 13D.

### **Item 4. Purpose of Transaction**

Item 4 of the Original Schedule 13D is hereby amended to add the following:

#### ***Stock Purchase Agreement***

On November 25, 2019, Roivant and Millennium Pharmaceuticals, Inc. (“**Millennium**”) entered into a Stock Purchase Agreement (the “**Stock Purchase Agreement**”) pursuant to which Roivant agreed to purchase an aggregate of 3,500,000 Common Shares from Millennium at a price of \$15.00 per Common Share, which equates to an aggregate purchase price of \$52.5 million. The Stock Purchase Agreement provides that these Common Shares will be delivered to Roivant within 10 calendar days following execution of the Stock Purchase Agreement (or a later date as mutually agreed by the parties).

The foregoing description of the Stock Purchase Agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the Stock Purchase Agreement, a copy of which is filed as Exhibit 7.05 to this Schedule 13D and which is incorporated herein by reference.

### **Item 5. Interest in Securities of the Issuer**

The first sentence of Item 5(a) of the Original Schedule 13D is hereby amended and restated as follows:

Roivant directly beneficially owns 44,509,411, or 49.7%, of the Common Shares (including the 3,500,000 Common Shares that will be acquired pursuant to the Stock Purchase Agreement described above), and has sole voting and dispositive power over such Common Shares. Roivant disclaims beneficial ownership in all Common Shares reported herein, except to the extent of Roivant’s respective pecuniary therein.

The last sentence of Item 5(a) of the Original Schedule 13D is hereby amended and restated as follows:

All share percentage calculations in this Amendment No. 4 are based on 89,623,564 Common Shares, \$0.000017727 par value per share, of the Issuer, issued and outstanding as of September 30, 2019, as disclosed by the Issuer on its quarterly report on Form 10-Q, as filed with the SEC on November 12, 2019.

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

Item 6 of the Original Schedule 13D is hereby amended to add the following:

The description of the Stock Purchase Agreement and the transactions set forth in Item 4 is incorporated by reference herein.

**Item 7. Materials to be Filed as Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
7.05	Stock Purchase Agreement, dated as of November 25, 2019, by and between Roivant Sciences Ltd. and Millennium Pharmaceuticals, Inc.

**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.

Dated: November 27, 2019

**Roivant Sciences Ltd.**

By: /s/ Marianne Romeo Dinsmore  
Name: Marianne Romeo Dinsmore  
Title: Authorized Signatory

## STOCK PURCHASE AGREEMENT

**THIS STOCK PURCHASE AGREEMENT** (the “*Agreement*”) is made as of this 25<sup>th</sup> day of November, 2019, by and among Roivant Sciences Ltd. (the “*Purchaser*”) and Millennium Pharmaceuticals, Inc. (the “*Seller*”). Purchaser and Seller shall each also be referred to as a “*Party*” and together as the “*Parties*”.

**WHEREAS**, the Seller desires to sell, and the Purchaser desires to acquire, 3,500,000 common shares of Myovant Sciences Ltd. (the “*Company*”) as herein described, on the terms and conditions hereinafter set forth.

**NOW, THEREFORE, IT IS AGREED** between the Parties as follows:

**1. Purchase and Sale of Stock.** The Purchaser hereby agrees to purchase from the Seller, and the Seller hereby agrees to sell to the Purchaser, an aggregate of 3,500,000 common shares of the Company (collectively, the “*Stock*”) at a price of US\$15.00 per share for an aggregate purchase price of US\$52,500,000.00 payable by wire transfer of immediately available funds (the “*Purchase Price*”). Within one (1) business day following the execution of this Agreement, the Purchaser shall transfer to the Seller immediately available funds equal to the aggregate Purchase Price of the Stock as described above. Within ten (10) calendar days following the execution of this Agreement, or a later date as mutually agreed by the Parties, the Seller shall instruct the Company (or its transfer agent) to effectuate the transfer of the Stock via book entry to the Purchaser. The Parties agree to cooperate together and take the steps necessary to effectuate the transfer of the Stock within ten (10) calendar days following the execution of this Agreement (or a later date as mutually agreed by the Parties).

**2. Seller’s Representations.** The Seller hereby represents to the Purchaser that:

(a) It has the full power and authority, and is duly authorized, to tender, sell and transfer the Stock to the Purchaser, and to enter into, and perform its obligations under, this Agreement. Upon its execution and delivery, this Agreement will be a binding and valid obligation of the Seller, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general principles of equity.

(b) When the Stock is accepted for purchase and paid for by the Purchaser, the Purchaser will acquire good, marketable and unencumbered title to the shares of Stock purchased by the Purchaser hereunder, free and clear of all liens, restrictions, charges and encumbrances, and that the Stock will not be subject to any adverse claim. There are no voting agreements to which the Seller is a party or by which the Seller is bound pertaining to the Stock. The Stock is not subject to any agreement that would in any way restrict the Seller’s right to sell and transfer the Stock pursuant to the terms of this Agreement.

(c) The Seller hereby acknowledges that it has not relied on any representation or statement of the Purchaser or its representatives, except as expressly set forth herein, in making its investment decision in selling the Stock. The Seller has adequate information regarding the terms of this Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Agreement to make an informed and knowledgeable decision with regard to entering into this

Agreement, and that it has independently and without reliance upon the Purchaser or its representatives made its own analysis and decision to enter into this Agreement.

Except for the representations and warranties contained in this Section 2, the Seller makes no other representations or warranties in connection with the transactions contemplated by this Agreement.

**3. Investment Representations.** In connection with the purchase of the Stock, the Purchaser represents to the Seller that:

(a) It has the full power and authority, and is duly authorized, to purchase the Stock from the Seller, and to enter into, and perform its obligations under, this Agreement. Upon its execution and delivery, this Agreement will be a binding and valid obligation of the Purchaser, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

(b) Other than a filing on Form 4 or Schedule 13D, the Purchaser shall not be required to submit any material notice, report, or other filing with any governmental authority in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated by this Agreement.

(c) The Purchaser hereby acknowledges that it has not relied on any representation or statement of the Seller or its representatives, except as expressly set forth herein, in making its investment decision in purchasing the Stock. The Purchaser has adequate information regarding the terms of this Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Agreement to make an informed and knowledgeable decision with regard to entering into this Agreement, and that it has independently and without reliance upon the Seller or its representatives made its own analysis and decision to enter into this Agreement.

Except for the representations and warranties contained in this Section 3, the Purchaser makes no other representations or warranties in connection with the transactions contemplated by this Agreement.

**4. Covenants of the Parties.**

(a) **Consents and Filings.** The Parties shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, including obtaining from governmental authorities and other persons all consents, approvals, authorizations, qualifications and orders as are necessary for the consummation of the transactions contemplated by this Agreement.

(b) **Additional Documents and Further Assurances.** Each Party shall cooperate fully with the other Party and execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested to more effectively convey, transfer and vest title in the Stock.

(c) **Indemnification.**

(i) To the extent permitted by law, each Party (the "**Indemnifying Party**") will indemnify and hold harmless the other Party (and the officers, directors, partners, members and agents of the other Party) (collectively, the "**Indemnified Parties**") against any losses, claims, damages or liabilities to which they may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any breach of the representations and warranties made by the Indemnifying Party in this Agreement, or (ii) any non-fulfillment of any covenant, agreement or undertaking of the Indemnifying Party in this Agreement.

(ii) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY HEREUNDER BE LIABLE FOR LOSS OF PROFIT, GOODWILL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT. THE RESPECTIVE TOTAL LIABILITY OF SELLER HERETO FOR ALL CLAIMS THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE AND THE RESPECTIVE TOTAL LIABILITY OF EACH PURCHASER HERETO FOR ALL CLAIMS THAT ARISE OUT OF THIS AGREEMENT SHALL NOT EXCEED THE PURCHASER'S PURCHASE PRICE.

5. **Miscellaneous.**

(a) **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail, or facsimile, or (c) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All non-electronic communications shall be sent to the Purchaser at its address as set forth on the signature page hereto, and to the Seller at the Seller's address as set forth on the signature page hereto, or at such other address as such Party may designate by ten (10) days advance written notice to the other Party hereto.

(b) **Successors and Assigns.** This Agreement shall inure to the benefit of the successors and assigns of and shall be binding upon the Seller, the Purchaser, and their respective successors and assigns.

(c) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York.

(d) **No Presumption Against Drafting Party.** Any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

(e) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by the Seller and the Purchaser.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be

interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Counterparts.** This Agreement may be executed in two or more counterparts (including without limitation by facsimile, electronic signature, and/or portable document format (.PDF)), each of which shall be deemed an original and all of which together shall constitute one instrument.

*[Remainder of the page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this **STOCK PURCHASE AGREEMENT** as of the date first written above.

**SELLER:**

**MILLENNIUM PHARMACEUTICALS, INC.**

By: /s/ Fabien Dubois  
Name: Fabien Dubois  
Title: Head Finance Treasurer  
Address: 40 Landsdowne St  
Cambridge, MA 02139  
USA

**PURCHASER:**

**ROIVANT SCIENCES LTD.**

By: /s/ Marianne Romeo  
Name: Marianne Romeo  
Title: Head, Global Transactions & Risk Management  
Address: Clarendon House 2 Church Street  
Hamilton HM11  
Bermuda

*[Signature Page to Stock Purchase Agreement]*

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