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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 9)\*

**Stealth BioTherapeutics Corp**

(Name of Issuer)

**Ordinary Shares, par value \$0.0003 per share**

(Title of Class of Securities)

**85788D100**

(CUSIP Number)

**Gregg L. Katz  
Joshua M. Zachariah  
Sean M. Donahue  
Goodwin Procter LLP  
100 Northern Avenue  
Boston, MA 02210  
617.570.1000**

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

**July 31, 2022**

(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 Rule 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)

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CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Morningside Venture (I) Investments Limited
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
WC
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
British Virgin Islands
- 
- |   |      |  |
|---|------|--|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>0                           |
|   | (8)  | Shared Voting Power<br>740,265,268(1)(2)(3)      |
|   | (9)  | Sole Dispositive Power<br>0                      |
|   | (10) | Shared Dispositive Power<br>740,265,268(1)(2)(3) |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
740,265,268(1)(2)(3)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
66.8%(4)
- 
- (14) Type of Reporting Person (See Instructions)  
CO
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into American Depositary Shares (“ADSs”) on a twelve-for-one basis.

(2) Includes 514,672,111 Ordinary Shares, including Ordinary Shares represented by ADSs, held directly by MVIL (as defined below).

(3) Includes the right by MVIL to acquire (i) 224,993,157 Ordinary Shares upon the exercise of warrants and (ii) 600,000 Ordinary Shares upon the exercise of an option to purchase Ordinary Shares.

(4) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer’s Form F-1 Registration Statement filed with the Securities and Exchange Commission (the “SEC”) on June 3, 2022.

CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Frances Anne Elizabeth Richard
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
AF
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
United Kingdom
- 
- |   |      |  |
|---|------|--|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>0                               |
|   | (8)  | Shared Voting Power<br>741,652,468 (1)(2)(3)(4)      |
|   | (9)  | Sole Dispositive Power<br>0                          |
|   | (10) | Shared Dispositive Power<br>741,652,468 (1)(2)(3)(4) |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
741,652,468 (1)(2)(3)(4)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
66.9%(5)
- 
- (14) Type of Reporting Person (See Instructions)  
IN
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Includes 514,672,111 Ordinary Shares, including Ordinary Shares represented by ADSs, held directly by MVIL (as defined below). Ms. Richard shares voting and dispositive power with respect to the securities held by MVIL as a result of her position as a director.

(3) Includes the right by MVIL to acquire (i) 224,993,157 Ordinary Shares upon the exercise of warrants and (ii) 600,000 Ordinary Shares upon the exercise of an option to purchase Ordinary Shares. Ms. Richard shares voting and dispositive power with respect to the securities held by MVIL as a result of her position as a director.

(4) Includes 1,387,200 Ordinary Shares representing 115,600 ADSs held directly by GCAL (as defined below). Ms. Richard shares voting and dispositive power with respect to the securities held by GCAL as a result of her position as a director.

(5) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.



CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Jill Marie Franklin
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
AF
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
United Kingdom
- 
- |   |      |  |
|---|------|--|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>0                               |
|   | (8)  | Shared Voting Power<br>741,652,468 (1)(2)(3)(4)      |
|   | (9)  | Sole Dispositive Power<br>0                          |
|   | (10) | Shared Dispositive Power<br>741,652,468 (1)(2)(3)(4) |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
741,652,468 (1)(2)(3)(4)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
66.9%(5)
- 
- (14) Type of Reporting Person (See Instructions)  
IN
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Includes 514,672,111 Ordinary Shares, including Ordinary Shares represented by ADSs, held directly by MVIL (as defined below). Ms. Franklin shares voting and dispositive power with respect to the securities held by MVIL as a result of her position as a director.

(3) Includes the right by MVIL to acquire (i) 224,993,157 Ordinary Shares upon the exercise of warrants and (ii) 600,000 Ordinary Shares upon the exercise of an option to purchase Ordinary Shares. Ms. Franklin shares voting and dispositive power with respect to the securities held by MVIL as a result of her position as a director.

(4) Includes 1,387,200 Ordinary Shares representing 115,600 ADSs held directly by GCAL (as defined below). Ms. Franklin shares voting and dispositive power with respect to the securities held by GCAL as a result of her position as a director.

(5) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.



CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Peter Stuart Allenby Edwards
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
AF
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
United Kingdom
- 
- |   |      |   |
|---|------|---|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>0                            |
|   | (8)  | Shared Voting Power<br>740,265,268 (1)(2)(3)      |
|   | (9)  | Sole Dispositive Power<br>0                       |
|   | (10) | Shared Dispositive Power<br>740,265,268 (1)(2)(3) |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
740,265,268 (1)(2)(3)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
66.8%(4)
- 
- (14) Type of Reporting Person (See Instructions)  
IN
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Includes 514,672,111 Ordinary Shares, including Ordinary Shares represented by ADSs, held directly by MVIL (as defined below). Mr. Edwards shares voting and dispositive power with respect to the securities held by MVIL as a result of his position as a director.

(3) Includes the right by MVIL to acquire (i) 224,993,157 Ordinary Shares upon the exercise of warrants and (ii) 600,000 Ordinary Shares upon the exercise of an option to purchase Ordinary Shares. Mr. Edwards shares voting and dispositive power with respect to the securities held by MVIL as a result of his position as a director.

(4) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.

CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Cheung Ka Ho
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
AF
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
Hong Kong
- 
- |   |      |   |
|---|------|---|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>0                            |
|   | (8)  | Shared Voting Power<br>740,265,268 (1)(2)(3)      |
|   | (9)  | Sole Dispositive Power<br>0                       |
|   | (10) | Shared Dispositive Power<br>740,265,268 (1)(2)(3) |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
740,265,268 (1)(2)(3)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
66.8%(4)
- 
- (14) Type of Reporting Person (See Instructions)  
IN
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Includes 514,672,111 Ordinary Shares, including Ordinary Shares represented by ADSs, held directly by MVIL (as defined below). Mr. Cheung shares voting and dispositive power with respect to the securities held by MVIL as a result of his position as a director.

(3) Includes the right by MVIL to acquire (i) 224,993,157 Ordinary Shares upon the exercise of warrants and (ii) 600,000 Ordinary Shares upon the exercise of an option to purchase Ordinary Shares. Mr. Cheung shares voting and dispositive power with respect to the securities held by MVIL as a result of his position as a director.

(4) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.

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CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Equal Talent Investments Limited
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
WC
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
British Virgin Islands
- 
- |   |      |   |
|---|------|---|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>19,533,720 (1)(2)      |
|   | (8)  | Shared Voting Power<br>0                    |
|   | (9)  | Sole Dispositive Power<br>19,533,720 (1)(2) |
|   | (10) | Shared Dispositive Power<br>0               |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
19,533,720 (1)(2)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
2.2%(3)
- 
- (14) Type of Reporting Person (See Instructions)  
CO
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Represents 19,533,720 Ordinary Shares representing 1,627,810 ADSs held directly by ETIL (as defined below).

(3) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.

CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Season Pioneer Investments Limited
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
WC
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
British Virgin Islands
- 
- |   |      |   |
|---|------|---|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>39,066,276 (1)(2)      |
|   | (8)  | Shared Voting Power<br>0                    |
|   | (9)  | Sole Dispositive Power<br>39,066,276 (1)(2) |
|   | (10) | Shared Dispositive Power<br>0               |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
39,066,276 (1)(2)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
4.4%(3)
- 
- (14) Type of Reporting Person (See Instructions)  
CO
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Represents 39,066,276 Ordinary Shares representing 3,255,523 ADSs held directly by SPIL (as defined below).

(3) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.

CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Suk Ying Pauli Ng
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
AF
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
Hong Kong
- 
- |   |      |  |
|---|------|--|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>58,599,996 (1)(2)(3)      |
|   | (8)  | Shared Voting Power<br>0                       |
|   | (9)  | Sole Dispositive Power<br>58,599,996 (1)(2)(3) |
|   | (10) | Shared Dispositive Power<br>0                  |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
58,599,996 (1)(2)(3)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
6.6%(4)
- 
- (14) Type of Reporting Person (See Instructions)  
IN
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Includes 19,533,720 Ordinary Shares representing 1,627,810 ADSs held directly by ETIL (as defined below). Ms. Ng has sole voting and dispositive power with respect to the securities held by ETIL as a result of her position as a director.

(3) Includes 39,066,276 Ordinary Shares representing 3,255,523 ADSs held directly by SPIL (as defined below). Ms. Ng has sole voting and dispositive power with respect to the securities held by SPIL as a result of her position as a director.

(4) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.

CUSIP No. 85788D100

- (1) Names of Reporting Persons  
Golwyn Capital Appreciation Limited
- 
- (2) Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
- 
- (3) SEC Use Only
- 
- (4) Source of Funds (See Instructions)  
WC
- 
- (5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
- 
- (6) Citizenship or Place of Organization  
British Virgin Islands
- 
- |   |      |  |
|---|------|--|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person<br>With: | (7)  | Sole Voting Power<br>0                       |
|   | (8)  | Shared Voting Power<br>1,387,200 (1)(2)      |
|   | (9)  | Sole Dispositive Power<br>0                  |
|   | (10) | Shared Dispositive Power<br>1,387,200 (1)(2) |
- 
- (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
1,387,200 (1)(2)
- 
- (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)
- 
- (13) Percent of Class Represented by Amount in Row (11)  
0.2%(3)
- 
- (14) Type of Reporting Person (See Instructions)  
CO
- 

(1) The Ordinary Shares (as defined below) beneficially owned may be exchanged into ADSs on a twelve-for-one basis.

(2) Represents 1,387,200 Ordinary Shares representing 115,600 ADSs held directly by GCAL (as defined below).

(3) Based on 882,582,802 Ordinary Shares outstanding as of May 31, 2022 as reported in the Issuer's Form F-1 Registration Statement filed with the SEC on June 3, 2022.

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**Item 1. Security and Issuer.**

This Amendment No. 9 (“Amendment No. 9”) amends the Schedule 13D filed with the SEC on February 28, 2019 (the “Original Schedule 13D”), which Original Schedule 13D was amended by Amendment No. 1 to the Original Schedule 13D filed on March 22, 2019 (“Amendment No. 1”), Amendment No. 2 to the Original Schedule 13D filed on May 24, 2019 (“Amendment No. 2”), Amendment No. 3 to the Original Schedule 13D filed on April 16, 2020 (“Amendment No. 3”), Amendment No. 4 to the Original Schedule 13D filed on November 9, 2020 (“Amendment No. 4”), Amendment No. 5 to the Original Schedule 13D filed on February 17, 2021 (“Amendment No. 5), Amendment No. 6 to the Original Schedule 13D filed on November 22, 2021 (“Amendment No. 6”), Amendment No. 7 to the Original Schedule 13D filed on December 10, 2021 (“Amendment No. 7”) and Amendment No. 8 to the Original Schedule 13D filed on June 27, 2022 (“Amendment No. 8”) and together with the Original Schedule 13D, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7 and Amendment No. 8 (the “Amended Schedule 13D”), and relates to the Reporting Persons’ (as defined in Item 2 below) beneficial ownership of the ordinary shares, par value \$0.0003 per share (the “Ordinary Shares”), of Stealth BioTherapeutics Corp, a Cayman Islands company (the “Issuer”), which conducts its operations in the United States through Stealth BioTherapeutics, Inc., a Delaware corporation (“Stealth Delaware”). The address of the principal executive office of Stealth Delaware is 140 Kendrick Street, Needham, MA 02494. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Except as otherwise described herein, the information contained in the Amended Schedule 13D remains in effect. Capitalized terms used but not defined in this Amendment No. 9 shall have the respective meanings set forth with respect thereto in the Amended Schedule 13D.

**Item 2. Identity and Background.**

No changes.

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

No changes, except as set forth below.

The information set forth in Item 4 of this Amendment No. 9 is incorporated herein by reference.

**Item 4. Purpose of Transaction.**

No changes, except as set forth below.

On July 31, 2022, Stealth Parent Limited (“Parent”), Stealth Merger Sub Limited (“Merger Sub”) and the Issuer entered into an Agreement and Plan of Merger (the “Merger Agreement”), pursuant to which Stealth BioTherapeutics Corp. would be acquired by a consortium of investors led by Morningside Venture (I) Investments Ltd. for itself and on behalf of its affiliates (“Morningside”) and J. Wood Capital Advisors LLC (“J. Wood Capital”, together with Morningside, the “Consortium”).

Pursuant to the Merger Agreement, at the effective time of the merger (the "Effective Time"), each Ordinary Share issued and outstanding immediately prior to the Effective Time will be cancelled and cease to exist, in exchange for the right to receive US\$0.03125 in cash without interest (the "Per Share Merger Consideration"), and each outstanding American Depositary Share of the Issuer (each an "ADS," representing 12 Ordinary Shares, and collectively, the "ADSs") will be cancelled in exchange for the right to receive US\$0.375 in cash without interest (less any ADS cancellation fees not to exceed \$0.05 per ADS) (the "Per ADS Merger Consideration"), except for (a) Ordinary Shares (including Ordinary Shares represented by ADSs) beneficially owned by Morningside and its affiliates, (b) Ordinary Shares (including Ordinary Shares represented by ADSs) owned by Parent, Merger Sub or the Issuer (as treasury shares, if any) or by any of their direct or indirect subsidiaries, and (c) Ordinary Shares that are held by a holder who has validly exercised and not withdrawn or lost its right to dissent from the merger pursuant to Section 238 of the Companies Act of the Cayman Islands, which will be cancelled and cease to exist and will entitle the former holder thereof to receive payment of the fair value of such dissenting shares in accordance with Section 238 of the Companies Act of the Cayman Islands. The Consortium intends to fund the merger through cash contributions from members of the Consortium.

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The merger, which is currently expected to close during the second half of 2022, is subject to customary closing conditions including the approval of the Merger Agreement by an affirmative vote of holders of Shares representing at least two-thirds of the voting power of the Shares present and voting in person or by proxy as a single class at a meeting of the Company's shareholders which will be convened to consider the approval of the Merger Agreement and the merger. Morningside, Season Pioneer Investments Limited and Equal Talent Investments Limited have agreed to vote all of the Shares and ADSs they beneficially own, which represent approximately 65% of the voting rights attached to the total outstanding Ordinary Shares of the Company as of the date of the Merger Agreement, in favor of the authorization and approval of the Merger Agreement and the merger. If completed, the merger will result in the Company becoming a privately-held company and its ADSs will no longer be listed on Nasdaq.

Concurrently with the execution of the Merger Agreement, on July 31, 2022, (i) each of Morningside and J. Wood entered into a Limited Guarantee with the Issuer, pursuant to which each of Morningside and J. Wood has agreed to guarantee the payment of certain obligations of Parent under the Merger Agreement (together, the "Limited Guarantees"), (ii) the Issuer and Morningside and certain of its affiliates entered into the Voting and Support Agreement pursuant to which Morningside and such affiliates have agreed to vote in favor of the transactions contemplated by the Merger Agreement (the "Voting Agreement") and (iii) Morningside and J. Wood entered into that certain Interim Investors Agreement pursuant to which Morningside and J. Wood agreed to certain terms and conditions to govern their relationship with respect to the transactions contemplated by the Merger Agreement (the "Interim Investors Agreement").

The description of the Merger Agreement, Limited Guarantees, Voting Agreement and Interim Investors Agreement in this Amendment No. 9 is qualified in its entirety by reference to the Merger Agreement, Limited Guarantees, Voting Agreement and Interim Investors Agreement, copies of which are filed herewith, and incorporated by reference herein.

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

No changes, except as set forth below.

(a)-(b) The information contained on the cover pages to this Amendment No. 9 is incorporated herein by reference. The aggregate percentage of Ordinary Shares reported beneficially owned by each person named herein is determined in accordance with SEC rules and is based upon 882,582,802 of the Issuer's Ordinary Shares outstanding. The applicable SEC rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. In computing the percentage ownership of the Reporting Persons, we have included, if applicable, Ordinary Shares that the Reporting Persons have the right to acquire within 60 days after the date of this filing.

Except as disclosed in this Amendment No. 9, none of the Reporting Persons beneficially owns any Ordinary Shares or has the right to acquire any Ordinary Shares. Except as disclosed in this Amendment No. 9, none of the Reporting Persons presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Ordinary Shares which it may be deemed to beneficially own.

- (c) The information set forth in Item 4 is incorporated by reference herein.
  - (d) The information set forth in Item 4 is incorporated by reference herein.
  - (e) Not applicable.
-

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

No changes, except as set forth below.

The description of the principal terms of the Merger Agreement, Limited Guarantees, Voting Agreement and Interim Investors Agreement under Item 4 is incorporated by reference herein.

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

Item 7 of the Amended Schedule 13D is hereby amended and restated in its entirety to read as follows:

The following documents are filed as Exhibits to this statement:

<b>Exhibit Number</b>	<b>Exhibit Description</b>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Joint Filing Agreement</u></a>
<a href="#"><u>99.2</u></a>	<a href="#"><u>Agreement and Plan of Merger, dated as of July 31, 2022, among Stealth Biotherapeutics Corp., Stealth Parent Limited, and Stealth Merger Sub Limited (incorporated by reference from a Form 6-K filed by the Issuer on August 1, 2022)</u></a>
<a href="#"><u>99.3</u></a>	<a href="#"><u>Limited Guarantee, dated as of July 31, 2022, by and between Stealth Biotherapeutics Corp. and Morningside Venture (I) Investments Limited (incorporated by reference from a Form 6-K filed by the Issuer on August 1, 2022)</u></a>
<a href="#"><u>99.4</u></a>	<a href="#"><u>Limited Guarantee, dated as of July 31, 2022, by and between Stealth Biotherapeutics Corp. and J. Wood Capital Advisors LLC (incorporated by reference from a Form 6-K filed by the Issuer on August 1, 2022)</u></a>
<a href="#"><u>99.5</u></a>	<a href="#"><u>Voting and Support Agreement, dated as of July 31, 2022, by and between Stealth Biotherapeutics Corp. and certain shareholders listed on Schedule A thereto (incorporated by reference from a Form 6-K filed by the Issuer on August 1, 2022)</u></a>
<a href="#"><u>99.6</u></a>	<a href="#"><u>Interim Investors Agreement, dated as of July 31, 2022, by and between Morningside Venture (I) Investments Limited and J. Wood Capital Advisors LLC</u></a>
<a href="#"><u>99.7</u></a>	<a href="#"><u>Ordinary Share Purchase Agreement dated as of April 10, 2022 by and between Stealth BioTherapeutics Corp and Morningside Venture (I) Investments Limited (incorporated by reference from a Form 6-K filed by the Issuer on April 11, 2022)</u></a>
<a href="#"><u>99.8</u></a>	<a href="#"><u>Form of Morningside Warrant (incorporated by reference from a Form 6-K filed by the Issuer on April 11, 2022)</u></a>
<a href="#"><u>99.9</u></a>	<a href="#"><u>Proposal dated June 24, 2022 (incorporated by reference from a Form 6-K filed by the Issuer on June 27, 2022).</u></a>

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## SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, we certify that the information set forth in this statement is true, complete and correct. We also hereby agree to file this statement jointly pursuant to the Agreement listed on Exhibit 99.1 hereto.

Dated: August 1, 2022

**For and on behalf of  
MORNINGSIDE VENTURE (I) INVESTMENTS LIMITED**

By: /s/ Frances Anne Elizabeth Richard  
Frances Anne Elizabeth Richard, Director

/s/ Frances Anne Elizabeth Richard  
Frances Anne Elizabeth Richard

/s/ Jill Marie Franklin  
Jill Marie Franklin

/s/ Peter Stuart Allenby Edwards  
Peter Stuart Allenby Edwards

/s/ Cheung Ka Ho  
Cheung Ka Ho

**For and on behalf of  
EQUAL TALENT INVESTMENTS LIMITED**

By: /s/ Suk Ying Pauli Ng  
Suk Ying Pauli Ng, Director

/s/ Suk Ying Pauli Ng  
Suk Ying Pauli Ng

**For and on behalf of  
SEASON PIONEER INVESTMENTS LIMITED**

By: /s/ Suk Ying Pauli Ng  
Suk Ying Pauli Ng, Director

/s/ Suk Ying Pauli Ng  
Suk Ying Pauli Ng

**For and on behalf of  
GOLWYN CAPITAL APPRECIATION LIMITED**

By: /s/ Frances Anne Elizabeth Richard  
Frances Anne Elizabeth Richard, Director

/s/ Jill Marie Franklin  
Jill Marie Franklin

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**INTERIM INVESTORS AGREEMENT**

This **INTERIM INVESTORS AGREEMENT** (this "Agreement") is made as of July 31, 2022, by and between Morningside Venture (I) Investments Limited (the "Lead Investor") and J. Wood Capital Advisors LLC (the "Co-Investor" and together with the Lead Investor, the "Investors").

**RECITALS**

**WHEREAS**, the Lead Investor is pursuing a proposed transaction to acquire Stealth BioTherapeutics Corp, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Target") through Stealth Parent Limited, a newly-formed wholly-owned subsidiary of the Lead Investor ("Parent"), and will enter into an Agreement and Plan of Merger, as of the date hereof (the "Merger Agreement"), pursuant to which, among other things, Stealth Merger Sub Limited, a newly-formed wholly-owned subsidiary of Parent ("Merger Sub"), would merge with and into Target, with Target surviving the merger (such acquisition, the "Transaction");

**WHEREAS**, the Co-Investor has advised the Lead Investor that it is interested in pursuing the Transaction as a co-investor with the Lead Investor;

**WHEREAS**, in connection with the execution of the Merger Agreement by Parent and Merger Sub, each Investor intends to enter into (i) an Equity Commitment Letter with Parent (the "Equity Commitment Letter"), pursuant to which, among other things, each Investor will have agreed, subject to the terms and conditions set forth therein, to purchase certain equity securities of Parent in exchange for an amount of cash equal to at least such Investor's applicable "Commitment" (which, (x) for purposes of the Equity Commitment Letter is set forth on Section 1 of the applicable Equity Commitment Letter, but (y) for purposes of this Agreement, shall mean and refer to the amount set forth across such Investor's name on Annex A attached hereto under the heading "Commitment Amount"), and (ii) a Limited Guarantee with Target (the "Limited Guarantee"), pursuant to which, among other things, each Investor will severally and not jointly guarantee to Target certain monetary remedy obligations as may be contemplated by the Merger Agreement; and

**WHEREAS**, the Investors wish to agree to certain terms and conditions that will govern the actions of the Investors and the relationship between the Investors with respect to the Transaction, and any agreements, letters or other documents entered into in connection therewith, including, without limitation, an automatic right of pro rata contribution among the Investors for any liability incurred by any of them under the several and not joint obligations of the Equity Commitment Letter and the Limited Guarantee.

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## AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

### I. EFFECTIVENESS

This Agreement shall become effective on the date hereof and shall terminate (except with respect to this Article I, Sections 2.3 and 2.4, and Article III, which shall survive termination and remain in full force at all times) upon the earlier to occur of (i) the date that Target consummates a Transaction with a party other than the Investors or any of their respective affiliates or (ii) the termination of the Equity Commitment Letter and the Limited Guarantee (the "Term"); provided, that any liability for failure to comply with the terms of this Agreement shall survive the termination of this Agreement.

### II. AGREEMENTS BETWEEN THE INVESTORS.

#### Section 2.1 Negotiations; Decision Making.

(a) Subject to Section 2.1(b), below, each Investor acknowledges and agrees that any material decision, election, waiver, amendment, action or determination, as applicable, relating to, arising under or otherwise in connection with, the Transaction, including, without limitation, with respect to (i) the hiring of advisors, and (ii) the Merger Agreement and all other agreements, letters or other documents entered into by Parent or any of its affiliates in connection therewith (collectively, the "Transaction Agreements"), shall, in each case, be made by the Lead Investor; provided, that, for the avoidance of doubt, this Section 2.1(a) shall not apply with respect to any agreement, document or instrument executed or to be executed by the Co-Investor.

(b) The Lead Investor may cause Parent to (i) amend or agree to an amendment of the Merger Agreement, (ii) waive or determine to be satisfied any condition to consummation of the Transaction (the "Closing") specified in the Merger Agreement (each, a "Closing Condition") or (iii) determine any Closing Condition to have not been satisfied; provided, that no such amendment, waiver or determination that (x) increases the funding obligation of the Co-Investor in respect of the Limited Guarantee or the Equity Commitment Letter or (y) would reasonably be expected to be materially adverse to the Co-Investor or materially and disproportionately affect the Co-Investor relative to the Lead Investor shall be effective without the prior written consent of the Co-Investor.

Section 2.2 Investment Amount. In accordance with and pursuant to the Equity Commitment Letter, each Investor, immediately prior to the Closing, shall contribute an amount in cash of not less than its Commitment to Parent; provided, however, that, notwithstanding the foregoing, the Lead Investor may determine, in its sole discretion, to increase or decrease the Co-Investor's Commitment for purposes of this Agreement, provided that the Co-Investor's Commitment shall not be so increased or decreased without its prior written consent.

Section 2.3 Fee and Expense Sharing Provisions.

(a) Each Investor shall pay its portion (in accordance with its Sharing Percentage (as defined below) as then in effect) of all reasonable fees and expenses incurred or payable by Parent or the Lead Investor on behalf of all Investors, and any fees, expenses or damages incurred or payable by Parent to Target, in each case, in connection with the Transaction, including, without limitation (i) all such fees and expenses of legal counsel, accountants, financial advisors and other consultants and third party advisors, (ii) any damages payable by Parent pursuant to Section 8.06(b) of the Merger Agreement including as a result of a breach thereof by Parent, and (iii) any such other fees, expenses or damages payable by Parent under the Transaction Agreements to any third party (all of the foregoing, collectively, "Transaction Expenses"); provided, that, notwithstanding the foregoing, in the event that the Closing occurs, Parent and its subsidiaries shall pay all Transaction Expenses. In the event that the Closing occurs, Parent and its subsidiaries shall reimburse the Co-Investor, or pay on the Co-Investor's behalf, its actual and reasonable out-of-pocket fees, costs and expenses of outside legal counsel incurred prior to the Closing in connection with the Transaction in an aggregate amount not to exceed \$100,000.

(b) For purposes of this Agreement, an Investor's "Sharing Percentage" shall mean the percentage set forth under the heading "Sharing Percentage" across from such Investor's name on Annex A; provided, that such Sharing Percentage may be modified proportionately (i) by the Lead Investor to reflect an increase or decrease to any Investor's Commitment in accordance with Section 2.2 above, and (ii) from time to time with the written consent of each Investor whose Sharing Percentage is proposed to be modified (other than to reflect an increase or decrease of an Investor's Commitment which will be governed by the proceeding clause (i)).

(c) To the extent that the Lead Investor has paid, or is required to pay, any Transaction Expenses, and provided the Closing has not occurred, the Co-Investor agrees to reimburse the Lead Investor for, or pay directly, as applicable, such Co-Investor's applicable portion (as determined pursuant to Section 2.3(a) above) of such Transaction Expenses; provided, that such reimbursement or payment, as applicable, shall be made promptly, but in no event later than five (5) business days after the receipt by the Co-Investor of written notice from the Lead Investor of such paid or to be paid Transaction Expenses (such notice to include reasonable supporting documentation), which written notice may be delivered prior to the payment of any such Transaction Expenses by any Investor. Notwithstanding the foregoing and for the avoidance of doubt, in the event that the Closing occurs, Parent and its subsidiaries shall pay, or reimburse an Investor to the extent already paid, all Transaction Expenses.

(d) Following the execution of the Merger Agreement by the parties thereto, any fees, expenses or damages payable to Parent from Target under the Merger Agreement or any other Transaction Agreement shall be allocated among the Investors in accordance with their respective Sharing Percentages (as in effect on the date such fees, expenses or damages, as applicable, become due and payable).

(e) Under no circumstances will the Co-Investor be liable for any amount in excess of the Co-Investor's Commitment, as may be increased or decreased in accordance with Section 2.2 above.

Section 2.4 Confidentiality. Given the confidential nature of the discussions between the Investors, each of the Investors acknowledges and agrees that this Agreement shall be treated as confidential and may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Lead Investor; provided, that, no such written consent is required for any disclosure of the existence of this Agreement (i) by any Investor to any of its officers, directors, managers, trustees, partners, members, beneficiaries, control persons, affiliates, representatives, agents or employees, or any direct or indirect holder of any equity interests or securities of such Investor (collectively, its "Representatives"), in each case, provided that such persons or entities agree to keep this Agreement confidential, consistent with the terms of this Section 2.4, (ii) to the extent required by applicable law or (iii) in connection with any enforcement of this Agreement.

Section 2.5 Contribution and Exchange. The Co-Investor acknowledges and agrees that as of the date hereof, the Lead Investor and certain of its affiliates own ordinary shares and/or American Depository Shares of Target ("Target Securities") and that promptly following the Closing, the Lead Investor and such affiliates shall contribute their respective shares of Target Securities to Parent in exchange for equity securities of Parent.

### III. MISCELLANEOUS.

Section 3.1 Amendment. Except as expressly set forth in Sections 2.2 and 2.3(b), (solely with respect to each Investor's Commitment and Sharing Percentage), this Agreement may only be amended or modified, and the provisions hereof may only be waived, by an agreement in writing signed by each Investor.

Section 3.2 Severability. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of that provision to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision will be substituted for that provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and (b) the remainder of this Agreement and the application of that provision to other persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of that provision, or the application of that provision, in any other jurisdiction.

Section 3.3 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any applicable principles of conflict of laws that would cause the laws of another State to otherwise govern this Agreement.

Section 3.4 Specific Performance; Waiver of Jury Trial. Each Investor acknowledges and agrees that the other Investor and Parent would each be irreparably damaged if any of the provisions of Sections 2.3 and 2.4 of this Agreement are not performed in accordance with their specific terms and that any breach of the provisions of Sections 2.3 or 2.4 of this Agreement by an Investor may not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Investors may be entitled, at law or in equity, they shall be entitled to enforce any provisions of Sections 2.3 or 2.4 of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of such provisions, without posting any bond or other undertaking. Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

Section 3.5 Assignments. Other than as provided herein, no Investor shall assign its rights and obligations hereunder without the prior consent of the other Investor; provided, that, for the avoidance of doubt, the rights and obligations under this Agreement shall automatically transfer in connection with the valid assignment by an Investor of its obligations to fund its Commitment under the Equity Commitment Letter, such that such assignee shall be bound by this Agreement with no further action required by the assignee or the assignor; provided, however, that such assignment shall not relieve such Investor of its obligations under this Agreement.

Section 3.6 Third-Party Beneficiaries. Except for Parent, who is an express third-party beneficiary of this Agreement and shall be entitled to enforce this Agreement as if it were a party hereto, this Agreement shall not create benefits on behalf of any other person or entity, and this Agreement shall be effective only as between the parties, their successors and permitted assigns.

Section 3.7 Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or other electronic transmission), all of which will be one and the same agreement.

*[Signature pages follow]*

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement as of the date first above written.

**MORNINGSIDE VENTURE (I)  
INVESTMENTS LIMITED**

By: /s/ Jill Marie Franklin

Name: Jill Marie Franklin

Title: Authorized Signature

By: /s/ Frances Anne Elizabeth Richard

Name: Frances Anne Elizabeth Richard

Title: Authorized Signature

[Signature Page to the Interim Investors Agreement]

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**IN WITNESS WHEREOF**, each of the undersigned has duly executed this Agreement as of the date first above written.

**J. WOOD CAPITAL ADVISORS LLC**

By: /s/ Jason Wood

Name: Jason Wood

Title: Chief Executive Officer

[Signature Page to the Interim Investors Agreement]

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Annex A

<b>Investor</b>	<b>Commitment Amount</b>	<b>Sharing Percentage</b>
Morningside Venture (I) Investments Limited	8,475,224.78	80%
J. Wood Capital Advisors LLC	2,118,806.19	20%
<b>TOTAL:</b>	<b>\$ 10,594,030.97</b>	<b>100%</b>

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