

PART III: SUBMISSION TO JURISDICTION OF COURT, ACKNOWLEDGEMENTS AND RELEASES

Please review the following submission to jurisdiction and sign below on page 4.

I (we) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated as of April 14, 2017 (“Stipulation”), and in connection with the settlement (the “Settlement”) of claims against Amicus, John F. Crowley, and Jay A. Barth (collectively, “Defendants”) contemplated therein. I (we) also submit to the jurisdiction of the United States District Court for the District of New Jersey, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (we) further acknowledge that I am (we are) bound by and subject to the terms of any Order and Final Judgment (defined below) that may be entered in the Action. I (we) agree to furnish additional information to Lead Counsel and/or the Claims Administrator to support this claim if required to do so. I (we) have not submitted any other claim covering the same purchases, acquisitions, and sales of Amicus common stock during the Class Period and know of no other person or entity having done so on my (our) behalf.

Please review the following release for claims against Defendants and sign below on page 4.

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, settle, release, relinquish, discharge, and dismiss all of the Plaintiffs’ Settled Claims against each and all of the Defendants and the Defendant Released Persons as contemplated in the Stipulation.

The Stipulation contemplates the issuance of an order and final judgment (the “Order and Final Judgment”), which shall dismiss the Action and related Putative Securities Actions contained therein with prejudice and bar, among other things, any and all actions, causes of action, claims (including Unknown Claims), duties, debts, demands, rights, disputes, suits, matters, damages, losses, costs, expenses, obligations, proceedings, issues, judgments, and liabilities of every nature and description whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, matured or unmatured, concealed or hidden, at law or in equity, whether class, individual, direct, derivative, representative, legal, equitable, or any other type or in any other capacity against Defendant Released Persons, which now exist, or heretofore have existed, or can, shall or may exist, whether arising under federal, state, common or foreign law, including the federal securities laws and any state disclosure law, or at equity, that (a) Lead Plaintiff or any Class Member has asserted in this Action, or could have asserted in the Action or in any other proceeding or forum that concern, arise out of, refer to, are based upon, or are related in any way to the allegations, events, acts, transactions, facts, matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Complaint or the Action, or in the Securities Actions consolidated therein, including, without limitation, all of Defendants’ public filings and statements cited therein; (b) would have been barred by res judicata or collateral estoppel had the Action been fully litigated to a final judgment; or (c) could have been, or in the future could be, asserted in any forum or proceeding or otherwise by Lead Plaintiff or any Class Member that relate to purchase, sale, acquisition, or holding of Amicus common stock during the Class Period; provided, however, that the Plaintiffs’ Settled Claims shall not release any claims to enforce the Settlement (the “Plaintiffs’ Settled Claims”).

Unknown Claims are expressly included in the definition of Plaintiffs’ Settled Claims, and that such inclusion was expressly bargained for and was a material element of the Settlement and was relied upon by each and all of the Defendants in entering into the Stipulation. “Unknown Claims” means any claim that Defendants, Lead Plaintiff, or any Class Member does not know or suspect exists in his, her, or its favor at the time of the release of the Plaintiffs’ Settled Claims and Defendants’ Settled Claims as against the Defendant Released Persons and Plaintiff Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement, or not to object to this Settlement, or not to exclude himself, herself, or itself from the Class.

The Settlement is intended to extinguish all of the Plaintiffs’ Settled Claims and the Defendants’ Settled Claims and, consistent with such intention, upon the Effective Date, Defendants and Lead Plaintiff expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the releases set forth above. This shall include a waiver by the Lead Plaintiff and each of the Class Members and Defendants of any rights pursuant to section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The foregoing waiver was separately bargained for, is a material element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Settlement.

This release shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

Please review the following representations and sign below.

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases or acquisitions of Amicus common stock that occurred during the Class Period, all of my (our) sales of that Amicus common stock between and including March 19, 2015, and October 1, 2015, and the number of shares of Amicus common stock held by me (us) at the close of business on March 18, 2015, and the number of shares of Amicus common stock held by me (us) on October 1, 2015.

I (We) hereby warrant and represent that I am (we are) not excluded from the Class as defined in the Notice.

I (We) declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____, in _____,
(Month / Year) (City)

(State / Country)

Signature of Claimant

Print Name of Claimant

Date

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Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

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PROOF OF CLAIM INSTRUCTIONS

- A. This Proof of Claim and Release form incorporates by reference the definitions in the Notice of Pendency of Consolidated Class Action, Proposed Settlement, Settlement Hearing, And Right to Appear (the “Notice”), and, unless defined herein, capitalized words and terms shall have the same meanings as they have in the Notice.
- B. This Proof of Claim has been sent to you because you may be a member of the Class in this matter. To participate, you must complete and sign this Proof of Claim and provide supporting documents for any eligible transactions you claim. If you fail to file a properly addressed Proof of Claim and supporting documents, your claim may be rejected, and you may be determined to be ineligible for any payment from the Net Settlement Fund.
- C. Submission of this Proof of Claim does not assure that you will share in the proceeds of the Net Settlement Fund created in this Action.
- D. **YOU MUST COMPLETE AND SUBMIT YOUR PROOF OF CLAIM BY MAIL POSTMARKED ON OR BEFORE JANUARY 1, 2018, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS LISTED BELOW.**
- E. If you are NOT a member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.
- F. If you are a member of the Class and you do not timely request to be excluded from the Class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.
- G. Use the section of this form entitled “Claimant Information” to identify each owner of record. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S) OF SHARES UPON WHICH THIS CLAIM IS BASED.**
- H. Use the section of this form entitled “Schedule of Transactions” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
- I. Complete a separate Proof of Claim form for each account in which you qualify.
- J. Provide all of the requested information with respect to the Amicus securities that you acquired at any time on or between March 19, 2015, and October 1, 2015, inclusive (the “Class Period”), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.
- K. List each transaction in the Class Period in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.
- L. Documentation of your transactions in Amicus securities must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.
- M. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses.

Proof of Claim forms must be postmarked no later than January 1, 2018, and mailed to Amicus Therapeutics Securities Litigation, Claims Administrator, PO Box 4028, Portland, OR 97208-4028.

ATTENTION NOMINEES AND BROKERAGE FIRMS: If you are filing claim(s) electronically on behalf of beneficial owners, detailed instructions are available on the Settlement website at www.AmicusSecuritiesSettlement.com along with the formatted electronic filing template. You may also send an email to info@AmicusSecuritiesSettlement.com requesting this information.

Reminder Checklist

1. Sign the Certification section of the Proof of Claim on page 4.
2. Remember to attach supporting documentation. If this claim is being made on behalf of joint beneficial claimants, both must sign.
3. Do not send original documents.
4. Keep a copy of your Proof of Claim and all documents submitted for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim form, send your Proof of Claim by Certified Mail, Return Receipt Requested.
6. If you move, please send the Claims Administrator your new address.

THESE FORMS AND YOUR SUPPORTING DOCUMENTATION
MUST BE SUBMITTED NO LATER THAN **JANUARY 1, 2018**.

ACCURATE CLAIMS PROCESSING CAN TAKE A SIGNIFICANT
AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.