

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

KBC ASSET MANAGEMENT NV, et al.,)	No. 1:14-cv-10105-MLW
Individually and on Behalf of All Others)	
Similarly Situated,)	<u>CLASS ACTION</u>
)	
Plaintiffs,)	ORDER PRELIMINARILY APPROVING
)	SETTLEMENT AND PROVIDING FOR
vs.)	NOTICE
)	
AEGERION PHARMACEUTICALS, INC., et)	
al.,)	
)	
Defendants.)	
)	
_____)	

WHEREAS, on January 17, 2017, the parties to the above-entitled action (the “Litigation”), Lead Plaintiffs KBC Asset Management NV, Sheet Metal Workers’ National Pension Fund, and Chester County Employees’ Retirement Fund (“Lead Plaintiffs”) and defendants Aegerion Pharmaceuticals, Inc. (“Aegerion”), Marc D. Beer, Craig Fraser, and Mark J. Fitzpatrick (the “Defendants,” collectively with Lead Plaintiffs, the “Parties”) entered into the Stipulation of Settlement (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the Exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the complaint on the merits and with prejudice;

WHEREAS, the Court having read and considered the Stipulation and the accompanying documents;

WHEREAS, the Parties to the Stipulation having consented to the entry of this Order;

WHEREAS, unless otherwise specified all capitalized terms used, but not otherwise defined, herein having the meanings defined in the Stipulation;¹

NOW THEREFORE, IT IS HEREBY ORDERED, this 29th day of June, 2017, that:

1. The Court hereby preliminarily approves the Stipulation and the Settlement set forth therein as being fair, reasonable and adequate to Class Members (defined in ¶2 below), subject to further consideration at the Settlement Fairness Hearing described in ¶5 below.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Litigation is hereby certified as a class action on behalf of all Persons who purchased or otherwise acquired Aegerion publicly traded common stock between April 30, 2013 and May 11, 2016, inclusive. Excluded from the Class are: Defendants, the officers

¹ The Exhibits attached to the Stipulation filed with the Court are incorporated herein as though set forth in this Order.

and directors of Aegerion during the Class Period, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Class are those Class Members who exclude themselves by submitting a timely and valid request for exclusion in accordance with the requirements set forth in the Notice (defined in ¶7 below).

3. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Lead Plaintiffs are typical of the claims of the Class they seek to represent; (d) Lead Plaintiffs and Lead Counsel have and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the Members of the Class predominate over any questions affecting only individual Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Lead Plaintiffs are certified as the class representatives.

5. A hearing (the “Settlement Fairness Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on November 30, 2017, at 2:00 p.m. ET for the following purposes:

(a) to finally determine whether this Litigation satisfies the applicable prerequisites for class action treatment under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure;

(b) to determine whether the proposed Settlement is fair, reasonable and adequate to Class Members, and should be approved by the Court;

(c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the complaint filed herein, on the merits and with prejudice, and to determine whether the release by the Class of the Released Claims, as set forth in the Stipulation, should be provided to the Released Persons;

(d) to determine whether the proposed Plan of Allocation of the proceeds of the Settlement is fair and reasonable, and should be approved by the Court;

(e) to consider Lead Plaintiffs' Counsel's application for an award of attorneys' fees of 25% of the Settlement Fund and expenses and Lead Plaintiffs' request for reimbursement of their time and expenses in representing the Class in an amount not to exceed \$17,500 in the aggregate; and

(f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to approve the Settlement, including, if appropriate, with any such modifications as may be agreed to by the Parties without further notice to the Class. The Court further reserves the right to enter its Judgment approving the Settlement and dismissing the complaint on the merits and with prejudice regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

7. The Court approves the form, substance and requirements of: the Notice of Proposed Settlement of Class Action (the "Notice"); the Proof of Claim and Release form (the "Proof of Claim"); and the Summary Notice (the "Summary Notice"), annexed to this Order as Exhibits 1, 2, and 3, respectively, and finds that the form, content, and mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth

in ¶¶9 and 12 of this Order meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (the “PSLRA”), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

8. The Court approves the appointment of Gilardi & Co. LLC as the Claims Administrator.

9. Within twenty-one (21) calendar days of the entry of this Order (the “Notice Date”), the Claims Administrator shall cause the Notice and the Proof of Claim to be mailed by first-class mail, postage prepaid, to all Class Members who can be identified with reasonable effort. The Court is informed that Aegerion provided or caused Aegerion’s transfer agent to provide to Lead Counsel the last known names and addresses of all shareholders of record during the Class Period. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased Aegerion publicly traded common stock during the Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within seven (7) business days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper

documentation, for the reasonable expense of sending the Notice and Proofs of Claim to beneficial owners. Lead Counsel shall, at least seven (7) calendar days prior to the Settlement Fairness Hearing, file with the Court proof of mailing of the Notice and Proof of Claim.

10. The Escrow Agent or its agents are authorized and directed to prepare any tax returns required to be filed on behalf of or in respect of the Settlement Fund and to cause any Taxes due and owing to be paid from the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof as contemplated by the Stipulation without further order of the Court.

11. Lead Counsel shall submit its papers in support of final approval of the Settlement and application for attorneys' fees and expenses, by no later than October 2, 2017, which is fifty-nine (59) calendar days prior to the Settlement Fairness Hearing. All reply papers in support of such motions shall be filed and served by November 16, 2017, which is fourteen (14) calendar days prior to the Settlement Fairness Hearing.

12. The Claims Administrator shall cause the Summary Notice to be published once in the national edition of *The Wall Street Journal* and once over the *Business Wire* within seven (7) calendar days of the Notice Date. Lead Counsel shall, at least seven (7) calendar days prior to the Settlement Fairness Hearing, file with the Court proof of the publication of the Summary Notice.

13. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Stipulation, each Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim, in the form attached to this Order as Exhibit 2, must be submitted to the Claims Administrator, online at www.aegerionsecuritieslitigation.com no later than one hundred twenty (120) calendar days

following the Notice Date or November 17, 2017, or at the Post Office Box indicated in the Notice, postmarked not later than November 17, 2017. Such deadline may be further extended by Court order. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice. Lead Counsel may direct the Claims Administrator to accept late claims if they will not materially delay distribution of the Net Settlement Fund, but will not incur any liability for declining to do so.

(b) The Proof of Claim submitted by each Class Member must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of his current authority to act on behalf of the Class Member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction of this Court solely with respect to the claim submitted and shall (subject to effectuation of the Settlement) release all Released Claims as against the Released Persons provided in the Stipulation.

14. Subject to paragraph 28 below, any Member of the Class who does not submit a Proof of Claim form in the manner stated in this Order shall be deemed to have waived his, her or

its right to share in the Net Settlement Fund, and shall forever be barred from sharing in the Net Settlement Fund. In all other respects, however, any such Member of the Class shall be subject to and bound by all of the terms of the Settlement, including the terms of the Stipulation and the Order and Final Judgment unless such Member of the Class has submitted a request to be excluded from the Class in the manner required by this Order.

15. Class Members shall be bound by all determinations and judgments in the Litigation, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A putative Class Member wishing to make such request shall mail the request to the Claims Administrator by first-class mail postmarked no later than October 31, 2017, to the address designated in the Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion, that the sender requests to be excluded from the Class, and must be signed by such person. Such persons requesting exclusion are also directed to state: the date(s), price(s) and number(s) of shares of Aegerion publicly traded common stock they purchased, acquired and sold during the Class Period. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Putative Class Members requesting exclusion from the Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and Notice.

16. All Class Members shall be bound by all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the release provided for therein, whether favorable or unfavorable to the Class.

17. Objections to the Settlement, the Plan of Allocation, the application by Lead Plaintiffs' Counsel for an award of attorneys' fees of 25% of the Settlement Fund and expenses

and Lead Plaintiffs' request for reimbursement of their time and expenses in representing the Class in an amount not to exceed \$17,500 in the aggregate, and any supporting papers shall be filed with the Court on or before October 31, 2017 (thirty (30) calendar days prior to the Settlement Fairness Hearing), and also delivered by hand or first-class mail to Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101 and to Randall W. Bodner, Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, MA 02199-3600 by that same date. Such deadline may be extended by Court Order. Any such objection must: (a) clearly indicate the objector's name, mailing address, daytime telephone number, and e-mail address; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, and/or fee and litigation expense application in *KBC Asset Management NV, et al. v. Aegerion Pharmaceuticals, Inc., et al.*, No. 1:14-cv-10105-MLW; (c) specify the reason(s), if any, for the objection, including any legal support for such objection; (d) state the number of shares of Aegerion publicly traded common stock owned as of the beginning of trading on April 30, 2013 (the first day of the Class Period); (e) list the date(s), price(s), and number(s) of shares of all purchases, acquisitions and sales of Aegerion publicly traded common stock during the Class Period; and (f) provide written documentation (whether from the objector's bank, broker or otherwise) of such trading. In order to be considered, an objection also must be signed by the Class Member making the objection. Attendance at the Settlement Fairness Hearing is not necessary. However, any persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the request by Lead Plaintiffs' Counsel for attorneys' fees and expenses, are required to indicate in their written objection their intention to appear at the Settlement Fairness Hearing and to include in their written objections the identity of any witnesses they may call to testify and copies of any exhibits they intend to introduce into evidence at the

Settlement Fairness Hearing. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

18. Subject to paragraph 28 below, any Class Member who does not object to the Settlement and/or the Plan of Allocation, and any Class Member who does not object to Lead Plaintiffs' Counsel's application for an award of attorneys' fees and expenses in the manner prescribed herein and in the Notice shall be deemed to have waived such objection, shall be deemed a Class Member, and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement, this Order and the Final Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the application by Lead Plaintiffs' Counsel for an award of attorneys' fees and expenses.

19. The Parties shall make all documents and filings related to the Settlement and the proceedings seeking approval of Settlement, the Plan of Allocation, the application by Lead Plaintiffs' Counsel for an award of attorneys' fees and expenses and the application by Lead Plaintiffs for reimbursement of time and expenses incurred in serving as Lead Plaintiffs available online at www.aegerionsecuritieslitigation.com within fourteen (14) calendar days after the entry of this Order, and, in the case of subsequently filed documents, within five (5) calendar days after their filing.

20. Pending final determination of whether the Settlement should be approved, the Lead Plaintiffs, all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not, without leave of the Court in this case, institute, commence or prosecute any action that asserts Released Claims against any Released Person.

21. Any Class Member may enter an appearance in the Litigation, at his/her/its own expense, individually or through counsel of his/her/its own choice. If he/she/it does not enter an appearance, he/she/it will be represented by Lead Counsel.

22. All proceedings in the Litigation are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither the Lead Plaintiffs nor any Class Member, either directly, representatively, or in any other capacity shall commence or prosecute against any of the Released Persons any action or proceeding in any court or tribunal asserting any of the Released Claims without leave of the Court in this case.

23. The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Stipulation is approved. No person who is not a Class Member or Lead Plaintiffs' Counsel shall have any right to any portion of, or in the distribution of, the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

24. All funds held by the Escrow Agent shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to this Order, the Plan of Allocation and/or further orders of the Court.

25. As provided in the Stipulation, the Escrow Agent may pay the Claims Administrator out of the Settlement Fund the reasonable fees and costs associated with giving notice to the Class, the review of claims and the administration of the Settlement without further order of the Court. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither the Lead Plaintiffs nor Lead Plaintiffs' Counsel shall have any obligation

to repay to Defendants or their insurers the reasonable and actual costs of class notice and administrations.

26. If (a) the Settlement is terminated by Aegerion or its successor pursuant to ¶7.3 of the Stipulation; or (b) any specified condition to the Settlement set forth in the Stipulation is not satisfied and Lead Counsel or Defendants elect to terminate the Settlement as provided in the Stipulation, then, in any such event, the terms of ¶¶7.5 and 7.6 of the Stipulation shall apply, and this Order certifying the Class and the class representatives for purposes of the Settlement shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any actions or proceedings by any person or entity, and each party shall be restored to his, her or its respective position in this Litigation as it existed prior to December 2, 2016.

27. The Parties shall file a report by November 16, 2017, which is fourteen (14) calendar days prior to the Settlement Fairness Hearing, on whether the conditions that would allow Defendants to invoke ¶7.3 of the Stipulation have been met, and, if so, whether Defendants intend to terminate the Settlement pursuant to that clause.

28. The Court retains jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement, and retains the discretion to alter any of the deadlines or other requirements set forth herein for good cause shown.

DATED: June 29, 2017


HONORABLE MARK L. WOLF
UNITED STATES DISTRICT JUDGE

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John S. Paul

John S. Paul

EXHIBIT 1

Aegerion Pharmaceuticals, Inc. Securities Class Action Settlement

Dear Recipient:

You have been identified as a potential class member in a securities class action involving Aegerion Pharmaceuticals, Inc. captioned KBC Asset Management NV et al v. Aegerion Pharmaceuticals, Inc. et al, No. 14-cv-10105-MLW. Enclosed is a notice about the settlement of that class action lawsuit. You may be eligible to claim a payment from the settlement or you may want to act on other legal rights. Important facts are highlighted below and explained in the notice:

- **Security:** Aegerion Pharmaceuticals, Inc. common stock.
- **Time Period:** Aegerion Pharmaceuticals, Inc. stock bought from April 30, 2013 through and including May 11, 2016.
- **Settlement Amount:** \$22.25 million (the average distribution will be 31 cents per share if claims are submitted for each share, before deductions for costs and attorneys' fees).
- **Reasons for Settlement:** Avoids costs and risks from continuing the lawsuit; avoids risks resulting from the present weak financial condition of Aegerion and the limited resources with which a settlement or judgment could be paid; releases defendants from liability.
- **If the Case had not Settled:** There would have been further litigation and possibly a trial. Plaintiffs estimated that they may have obtained a judgment as high as \$844.6 million, but acknowledge they may not have been able to collect on that judgment. The defendants think that plaintiffs would not have won anything from a trial.
- **Attorneys' Fees and Expenses:** Counsel for the class will ask the court for an award of attorneys' fees of 25% of the Settlement Amount, plus expenses not to exceed \$250,000. Each of the Class Representatives will seek reimbursement of their time and expenses in representing the Class in an amount not to exceed \$17,500 in the aggregate. The requested attorneys' fees and expenses amount to an average cost of approximately \$0.08 per share of Aegerion common stock included in the class period.
- **Deadlines:**
 - **Claims:** November 17, 2017
 - **Exclusions:** October 31, 2017
 - **Objections:** October 31, 2017
 - **Court Hearing on Fairness of Settlement:** November 30, 2017 at 2:00 p.m. ET
- **More Information:** You may contact the Claims Administrator toll-free at 1-844-319-2120, or visit www.aegerionsecuritieslitigation.com. You may also contact representatives of counsel for the Class:

Rick Nelson, Shareholder Relations,
Robbins Geller Rudman & Dowd LLP,
655 West Broadway, Suite 1900,
San Diego, CA 92101
1-800-449-4900

Gregg S. Levin, Christopher F. Moriarty,
Motley Rice LLC,
28 Bridgeside Blvd.,
Mt. Pleasant, SC 29464,
1-843-216-9000

Get more details in the enclosed Notice from the United States District Court for the District of Massachusetts.

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE PUBLICLY TRADED COMMON STOCK OF AEGERION PHARMACEUTICALS, INC. (“AEGERION” OR THE “COMPANY”) DURING THE PERIOD FROM APRIL 30, 2013 THROUGH AND INCLUDING MAY 11, 2016 (THE “CLASS PERIOD”)

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

THE COURT HAS RETAINED THE DISCRETION TO ALTER ANY OF THE DEADLINES AND REQUIREMENTS SET FORTH HEREIN FOR GOOD CAUSE SHOWN.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED (IF MAILED) OR RECEIVED (IF SUBMITTED ONLINE) ON OR BEFORE November 17, 2017.**

The purpose of this Notice is to inform you of (i) the pendency of this class action (the “Litigation”) between Lead Plaintiffs KBC Asset Management NV, Sheet Metal Workers’ National Pension Fund, and Chester County Employees’ Retirement Fund (“Lead Plaintiffs”) and Defendants Aegerion, Marc D. Beer, Craig Fraser, and Mark J. Fitzpatrick (“Defendants”); (ii) the proposed \$22.25 million settlement reached therein (the “Settlement”); and (iii) the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, Lead Counsel’s application for fees, costs, and expenses (which will include Lead Plaintiffs’ reimbursement for their time and expenses representing the Class). This Notice describes what steps you may take in relation to the Settlement and this class action.¹

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated January 17, 2017 (the “Stipulation”), which is available on the website www.aegerionsecuritieslitigation.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM FORM	The only way to be eligible to receive a payment from the Settlement. Unless otherwise extended by the Court, proof of Claim forms must be postmarked (if mailed) or received (if submitted online) on or before November 17, 2017.
EXCLUDE YOURSELF	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved by this Settlement. Unless otherwise extended by the Court, exclusions must be postmarked on or before October 31, 2017.
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a Member of the Class. Unless otherwise extended by the Court, Objections must be received by the Court and counsel for the Settling Parties on or before October 31, 2017.
GO TO THE HEARING ON NOVEMBER 30, 2017 AT 2:00 p.m. ET	Ask to speak in Court about the fairness of the Settlement. Unless otherwise extended by the Court, requests to speak must be received by the Court and counsel for the Settling Parties on or before October 31, 2017.
DO NOTHING	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Persons about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

The Nature of this Lawsuit

The Litigation is pending before the Honorable Mark L. Wolf in the United States District Court for the District of Massachusetts (the "Court"). The initial complaint in this action was filed on January 15, 2014. Lead Plaintiffs allege that Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 by, among other things, issuing false and misleading statements and/or failing to disclose that: (i) despite asserting their compliance with FDA rules and regulations, in order to achieve and maintain profitability, Defendants illegally marketed JUXTAPID beyond its FDA-approved label; (ii) the Company was experiencing a higher than expected drop-out rate for JUXTAPID; (iii) more patients than expected were not filling their JUXTAPID prescriptions; and (iv) issues existed relating to the performance of, or the potential market for, JUXTAPID, including, but not limited to, statements and omissions of information necessary for investors to understand that JUXTAPID was not performing and could not lawfully perform as well in the market as the Defendants' statements and omissions led the public to believe. Lead Plaintiffs further allege that the drop-out rate and patient-elected non-starts were key metrics that Aegerion utilized to forecast its annual revenue guidance.

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$22.25 million settlement fund has been established. Based on Lead Plaintiffs' estimate of the number of shares of Aegerion common stock damaged during the Class Period, the average distribution per share under the Plan of Allocation is roughly \$0.31 per share before deduction of any taxes on the income earned on the Settlement Amount, notice and administration costs, and allowable attorneys' fees and expenses as determined by the Court. **These are only estimates, however.** A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claims as compared to the total claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than this estimated average amount, depending on the number of claims submitted, when during the Class Period a Class Member purchased or acquired Aegerion common stock, the purchase price paid, and whether those shares were held at the end of the Class Period or sold during the Class Period, and, if sold, when they were sold and the amount received. *See* Plan of Allocation set forth and discussed at pages 14-19 below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any damages. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Aegerion common stock was allegedly artificially inflated (if at all) during the Class Period; (4) the amount, if any, by which the price of Aegerion common stock was allegedly artificially inflated (if at all) during the Class

Period; (5) the effect of various market forces on the price of Aegerion common stock at various times during the Class Period; (6) the extent to which external factors influenced the price of Aegerion common stock at various times during the Class Period; (7) the extent to which the various matters that Lead Plaintiffs alleged were materially false or misleading influenced (if at all) the price of Aegerion common stock at various times during the Class Period; and (8) the extent to which the various allegedly adverse material facts that Lead Plaintiffs alleged were omitted influenced (if at all) the price of Aegerion common stock at various times during the Class Period. A consultant retained by counsel for Plaintiffs has opined that, if Lead Plaintiffs prevailed on all of their claims, recoverable damages could be as high as \$844.6 million, an amount which Defendants dispute.

Reasons for the Settlement

Lead Plaintiffs' principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. Those risks include the present financial condition of Aegerion, the limited insurance proceeds, the resources of the Individual Defendants, and Aegerion's financial obligations under its Settlement Agreement with the Department of Justice and the Securities and Exchange Commission. Lead Plaintiffs have therefore concluded that the proposed Settlement is fair, reasonable and adequate to members of the Class. On November 29, 2016, Aegerion and QLT Inc. ("QLT") merged, with Aegerion becoming an indirect wholly owned subsidiary of QLT. In conjunction with the closing of the Merger, QLT changed its name to Novelion Therapeutics Inc. ("Novelion"). Under the terms of the merger, however, Novelion is not responsible for any liability of Defendants to the Settlement Class, and the Settlement Class cannot access any of Novelion's assets.

Moreover, at the time of entering into the Settlement, Aegerion's prospects for continuing as a going concern were questioned by its outsider auditor, Ernst & Young LLP ("E&Y"). See Aegerion Pharms., Inc., Quarterly Report (Form 10-Q) (Aug. 9, 2016) at 96 (noting E&Y's "substantial doubt" about Aegerion's ability to continue as a going concern in its report for year-end 2015). If Aegerion were to enter bankruptcy, the Settlement Class would only have a remote chance of eventually obtaining any recovery. In this regard, from December 31, 2015 to June 30, 2016, Aegerion's available cash fell from \$64 million to \$46 million. *Id.* at 4. Aegerion's financial situation was such that it needed to arrange a \$15 million "lifeline" loan with QLT. Absent such a loan, Aegerion stated that it "would need to raise capital or obtain alternative financing to . . . fund our operations," or it would be forced to "delay, reduce or cease operations." *Id.* at 109. Aegerion also projected that it would have a negative net income of \$130 million in 2016 and a negative net income of \$53 million in 2017. See QLT Inc., Registration Statement (Form S-4) (Aug. 8, 2016) at 80.

Further depleting the available resources available to the Settlement Class, Aegerion carries substantial debts and obligations, including \$325 million in convertible notes that come due in 2019 and \$40 million payable over three years to the U.S. Department of Justice and the

U.S. Securities and Exchange Commission as part of the resolution of certain investigations that had been conducted by those agencies.

Finally, the insurance proceeds available to cover the claims in this Litigation are limited, further reducing the amount available to the Settlement Class. The longer the litigation continued, the more the available insurance proceeds would have been reduced, including the possibility that all available insurance policies would have been exhausted before any verdict or later settlement.

For Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever in connection with this matter, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this action. Defendants have concluded that further Litigation could be protracted and distracting.

Under these circumstances, and given the complex and highly uncertain nature of proceeding with the action and eventually trying this case before a jury, Lead Plaintiffs submit that the resolution of the Litigation for \$22,250,000 is an excellent result for the Class.

Statement of Attorneys' Fees and Expenses Sought

Lead Counsel will apply to the Court for an award of attorneys' fees of twenty-five percent (25%) of the Settlement Amount, plus expenses not to exceed \$250,000, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. Since the Litigation's inception, Lead Plaintiffs' Counsel have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class, they would be paid from such recovery. In addition, as part of that application, each of the Lead Plaintiffs will seek reimbursement of their time and expenses in representing the Class in an amount not to exceed \$17,500 in the aggregate. The requested attorneys' fees and expenses amount to an average cost of approximately \$0.08 per allegedly damaged share of Aegerion common stock.

Further Information

For further information regarding the Litigation, this Notice or to review the Stipulation, please contact the Claims Administrator toll-free at 1-844-319-2120, or visit the website www.aegerionsecuritieslitigation.com. Additionally, documents related to the settlement and this case will be posted on the website.

You may also contact representatives of counsel for the Class: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, www.rgrdlaw.com or Gregg S. Levin, Christopher F. Moriarty, Motley Rice LLC, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, 1-843-216-9000.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

BASIC INFORMATION

1. Why did I get this notice package?

This Notice was sent to you pursuant to an Order of a U.S. Federal Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or otherwise acquired Aegerion publicly traded common stock during the period from April 30, 2013, through and including May 11, 2016 (“Class Period”).

This Notice explains the class action lawsuit, the Settlement, Class Members’ legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the United States District Court for the District of Massachusetts, and the case is known as *KBC Asset Management NV, et al. v. Aegerion Pharmaceuticals, Inc., et al.*, Case No. 1:14-cv-10105-MLW. The case has been assigned to the Honorable Mark L. Wolf. The parties representing the Class are the “Lead Plaintiffs,” and the company and individuals they sued and who have now settled are called the Defendants.

2. What is this lawsuit about?

The Litigation is pending before the Honorable Mark L. Wolf in the United States District Court for the District of Massachusetts (the “Court”). The initial complaint in this action was filed on January 15, 2014. Lead Plaintiffs allege that Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 by, among other things, issuing false and misleading statements and/or failing to disclose that: (i) despite asserting their compliance with FDA rules and regulations, in order to achieve and maintain profitability, Defendants illegally marketed JUXTAPID beyond its FDA-approved label; (ii) the Company was experiencing a higher than expected drop-out rate for JUXTAPID; (iii) more patients than expected were not filling their JUXTAPID prescriptions; and (iv) issues existed relating to the performance of, or the potential market for, JUXTAPID, including, but not limited to, statements and omissions of information necessary for investors to understand that JUXTAPID was not performing and could not lawfully perform as well in the market as the Defendants’ statements and omissions led the public to believe. Lead Plaintiffs further allege that the drop-out rate and patient-elected non-starts were key metrics that Aegerion utilized to forecast its annual revenue guidance.

On June 1, 2015, Lead Plaintiffs filed their Amended Class Action Complaint (“Amended Complaint”). On July 31, 2015, Defendants filed their Motion to Dismiss the Amended Complaint. On August 21, 2015, Lead Plaintiffs filed their Second Amended Class Action Complaint (“Second Amended Complaint”). Defendants, on September 4, 2015, moved to strike the Second Amended Complaint. Lead Plaintiffs filed their opposition to the Motion to Strike on September 18, 2015.

Following oral argument on Defendants’ Motion to Strike the Second Amended Complaint and Lead Plaintiffs’ Motion for Leave to File the Second Amended Complaint, the Court entered an order requiring the parties to, among other things, confer and “report whether they have reached

an agreement to permit or withdraw the lead plaintiffs' Second Amended Complaint." The parties thereafter conferred but were unable to reach an agreement, and informed the Court that Lead Plaintiffs would file an opposition to the Motion to Dismiss the Amended Complaint.

Following Aegerion's May 12, 2016 announcement that it had reached preliminary agreements in principle with the Department of Justice and the staff of the Securities and Exchange Commission regarding a settlement of the ongoing investigations by these agencies into the Company's sales activities and disclosures related to JXTAPID, the parties conferred and reached an agreement for Lead Plaintiffs to file their Third Amended Class Action Complaint ("Third Amended Complaint"), which would extend the putative Class Period to April 30, 2013 through May 11, 2016, inclusive. Lead Plaintiffs filed the Third Amended Complaint on June 27, 2016.

In an effort to conserve judicial recovery and attempt to settle the Litigation, the parties engaged the services of the Hon. Daniel Weinstein (Ret.) and Jed Melnick, Esq. of JAMS, nationally recognized mediators. The parties prepared detailed mediation statements and engaged in a full-day in-person mediation session on November 14, 2016. These efforts culminated with the parties agreeing on November 29, 2016, to settle the Litigation for \$22,250,000, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

3. Why is there a settlement?

The Court has not decided in favor of Defendants or in favor of Lead Plaintiffs. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Lead Plaintiffs agreed to the Settlement in order to ensure that Class Members will receive compensation, particularly in light of Aegerion's precarious financial condition and the limited resources of the Defendants.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Member of the Class?

The Court directed that everyone who fits this description is a Class Member: *all Persons who purchased or otherwise acquired Aegerion publicly traded common stock during the period from April 30, 2013, through and including May 11, 2016*, except those Persons and entities that are excluded.

Excluded from the Class are: Defendants, the officers and directors of Aegerion during the Class Period, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Class is any Class Member who timely and validly excludes themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 11 below.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are

required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before November 17, 2017.

5. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-844-319-2120, or you can fill out and return the Proof of Claim form enclosed with this Notice package, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, Defendants have agreed to pay (or cause to be paid) \$22.25 million in cash to be distributed after taxes, fees, and expenses, *pro rata*, to Class Members who send in or submit a valid Proof of Claim form pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Proof of Claim forms that Class Members send in or submit, compared to the amount of your claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim form. A Proof of Claim form is enclosed with this Notice or it may be downloaded at www.aegerionsecuritieslitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail or submit it online so that it is postmarked (if mailed) or received (if submitted online) no later than November 17, 2017.** The Proof of Claim form may be submitted online at www.aegerionsecuritieslitigation.com.

9. When would I get my payment?

The Court will hold a Settlement Hearing on November 30, 2017, at 2:00 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

10. What am I giving up to get a payment or to stay in the Class?

Unless you timely and validly exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their Related Parties about the Released Claims (as defined below) in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you remain a Class Member, and if the Settlement is approved, you will give up all "Released Claims" (as defined below), including "Unknown Claims" (as defined below), against the "Released Persons" (as defined below):

- "Released Claims" means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether direct or derivative, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, which arise out of or relate in any way to both: (i) the purchase or acquisition of shares of Aegerion publicly traded common stock during the Class Period, and (ii) the acts, facts, statements, or omissions that were or could have been alleged by Lead Plaintiffs or any Class Member in the Litigation. "Released Claims" does not include claims to enforce the Settlement. "Released Claims" includes "Unknown Claims" as defined below.
- "Released Defendants' Claims" means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.
- "Released Persons" means each and all of the Defendants and their Related Parties.
- "Related Parties" means each of a Defendant's respective former, present or future parents, subsidiaries, divisions and affiliates and the respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers and reinsurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.
- "Unknown Claims" means any and all Released Claims or Released Defendants' Claims that any of the Settling Parties or Class Members do not know or suspect to

exist in his, her, or its favor at the time of the release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs' Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs' Counsel, or Class Members, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs' Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, 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 Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but the Settling Parties shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue the Defendants and the other Released Persons, on your own, about the claims

being released by the Settlement, then you must take steps to remove yourself from the Class. This is called excluding yourself – or is sometimes referred to as “opting out.”

11. How do I opt out of the Class and the proposed Settlement?

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *Aegerion Securities Litigation*.” You *cannot* exclude yourself by telephone or e-mail. Your letter must include your purchases, acquisitions, and sales of Aegerion publicly traded common stock during the Class Period, including the dates, the number of shares of Aegerion publicly traded common stock purchased, acquired, or sold, and price paid or received for each such purchase, acquisition, or sale. In addition, you must include your name, address, telephone number, and your signature. Unless otherwise extended by the Court, you must submit your exclusion request so that it is **postmarked no later than October 31, 2017** to:

Aegerion Securities Litigation
Claims Administrator
EXCLUSIONS
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

Unless otherwise altered by Order of the Court, your exclusion request must comply with the above requirements in order to be valid. If you ask to be excluded, you will not receive any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue the Defendants and the other Released Persons about the Released Claims in the future.

12. If I do not exclude myself, can I sue the Defendants and the other Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any rights you may potentially have to sue the Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons, speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is October 31, 2017.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you should not send in a Proof of Claim to ask for any money. But, if you do exclude yourself, you may have the right to potentially sue or be part of a different lawsuit against the Defendants and the other Released Persons.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firms of Robbins Geller Rudman & Dowd LLP and Motley Rice LLC represent the Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees of twenty-five percent (25%) of the Settlement Amount and for expenses and costs in an amount not to exceed \$250,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, one or more of the Lead Plaintiffs will seek reimbursement for their time and expenses incurred in representing the Class in an amount not to exceed \$17,500 in the aggregate. Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment or object to the proposed Settlement, the proposed Plan of Allocation, Lead Counsel's fee and expense application, and/or Lead Plaintiffs' time and expense request. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *Aegerion Securities Litigation*. Include your name, address, daytime telephone number, email address, and your signature, identify the date(s), price(s), and number(s) of shares of Aegerion publicly traded common stock you purchased, acquired, and sold during the Class Period, and state your comments or the reasons why you object to the proposed Settlement, Plan of Allocation and/or fee and expense application. You must also include copies of documents demonstrating such purchase(s), acquisition(s) and/or sale(s). Unless otherwise extended by Order of the Court, your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is **received no later than October 31, 2017:**

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
US DISTRICT COURT DISTRICT OF MASS. John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2300 Boston, MA 02210	Ellen Gusikoff Stewart ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway Suite 1900 San Diego, CA 92101	Randall W. Bodner ROPES & GRAY LLP Prudential Tower 800 Boylston Street Boston, MA 02199-3600

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against Defendants and their Related Parties. If you exclude yourself, you cannot object to the Settlement because it does not affect you.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

18. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing at **2:00 p.m., on November 30, 2017**, in the Courtroom of the Honorable Mark L. Wolf, at the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. At the hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who attend the hearing. The Court may also issue a ruling on Lead Counsel's application for attorneys' fees and expenses (which request will include an application for reimbursement for Lead Plaintiffs' time and expenses in representing the Class in an amount not to exceed \$17,500 in the aggregate). After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website www.aegerionsecuritieslitigation.com beforehand to be sure that the date and/or time has not changed.

19. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

20. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 16 above) a statement saying that it is your "Notice of

Intention to Appear in the *Aegerion Securities Litigation*.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys’ fees and expenses to be awarded to Lead Counsel (including any reimbursement to Lead Plaintiffs for their time and expenses representing the Class) and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Unless otherwise extended by an Order of the Court, your notice of intention to appear must be **received** no later than October 31, 2017, and addressed to the Clerk of Court, Lead Counsel, and Defendants’ counsel, at the addresses listed above in question 16.

You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and their Related Parties about the Released Claims in this case.

GETTING MORE INFORMATION

22. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-844-319-2120. Reference is also made to the Stipulation, to the pleadings in support of the Settlement, to the Orders entered by the Court, and to the other settlement-related papers filed in the Litigation, which are posted on the Settlement website at www.aegerionsecuritieslitigation.com, and which may be inspected at the Office of the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, MA 02210, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

You may also contact representatives of counsel for the Class: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, www.rgrdlaw.com or Gregg S. Levin, Christopher F. Moriarty, Motley Rice LLC, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, 1-843-216-9000.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

The Settlement Amount of \$22.25 million and any interest earned thereon is the “Settlement Fund.” The Settlement Fund, less all taxes, approved costs, fees, and expenses (the “Net Settlement Fund”) shall be distributed to Class Members who submit timely and valid Proof of Claim forms to the Claims Administrator (“Authorized Claimants”). The Plan of Allocation

provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in Aegerion publicly traded common stock during the Class Period.

For purposes of formulating the Plan of Allocation and determining the amount an Authorized Claimant may recover under it, Lead Counsel has conferred with its damages consultant regarding the Plan of Allocation and it reflects an assessment of the damages that it believes could have been recovered by Class Members had Lead Plaintiffs prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants. Allowed claims will also be subjected to the statutory 90-day look-back amount provided for in the Private Securities Litigation Reform Act of 1995 ("PSLRA").²

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than or equal to \$0.00, the claim per share shall be \$0.00.

A "claim" will be calculated as follows:

Aegerion Securities Litigation
CUSIP: 00767E102
April 30, 2013 – May 11, 2016

The Plan of Allocation is based on the following chart setting forth alleged inflation per share amounts for Class Period common stock purchases, acquisitions, and sales and also takes into account the mean trading price of Aegerion common stock during the PSLRA 90-day lookback period (which was \$1.60).

² Pursuant to Section 21D(e)(1) of the PSLRA, "in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market."

Inflation Period	Alleged Inflation per Share
April 30, 2013 – January 9, 2014	\$36.21
January 10, 2014 – May 6, 2014	\$27.21
May 7, 2014 – October 30, 2014	\$18.02
October 31, 2014 – July 5, 2015	\$4.05
July 6, 2015 – November 9, 2015	\$2.85
November 10, 2015 – May 11, 2016	\$0.35
May 12, 2016 – thereafter	\$0.00

For shares of Aegerion common stock *purchased, or acquired, on or between April 30, 2013 through May 11, 2016*, the recovery per share shall be as follows:

- a) If sold on or between April 30, 2013 through May 11, 2016, the recovery per share shall be the lesser of: (i) the inflation per share at the time of purchase or acquisition less the inflation per share at the time of sale; and (ii) the difference between the purchase or acquisition price and the selling price.
- b) If retained beyond May 11, 2016 and sold on or before August 9, 2016, the recovery per share shall be the least of: (i) the inflation per share at the time of purchase or acquisition; (ii) the difference between the purchase price and the selling price; and (iii) the difference between the purchase or acquisition price and the average closing price up to the date of sale as set forth in the table below.
- c) If retained at the close of trading on August 9, 2016, or sold thereafter, the recovery per share shall be the lesser of: (i) the inflation per share at the time of purchase or acquisition; and (ii) the difference between the purchase price and \$1.60.

Date	Closing Price	Average Closing Price
5/12/2016	\$1.91	\$1.91
5/13/2016	\$1.73	\$1.82
5/16/2016	\$2.31	\$1.98
5/17/2016	\$1.89	\$1.96
5/18/2016	\$1.78	\$1.92
5/19/2016	\$1.67	\$1.88
5/20/2016	\$1.73	\$1.86
5/23/2016	\$1.64	\$1.83
5/24/2016	\$1.64	\$1.81
5/25/2016	\$1.61	\$1.79
5/26/2016	\$1.73	\$1.79
5/27/2016	\$1.82	\$1.79

5/31/2016	\$1.78	\$1.79
6/1/2016	\$1.93	\$1.80
6/2/2016	\$1.76	\$1.80
6/3/2016	\$1.71	\$1.79
6/6/2016	\$1.78	\$1.79
6/7/2016	\$1.68	\$1.78
6/8/2016	\$1.60	\$1.77
6/9/2016	\$1.50	\$1.76
6/10/2016	\$1.37	\$1.74
6/13/2016	\$1.26	\$1.72
6/14/2016	\$1.33	\$1.70
6/15/2016	\$1.71	\$1.70
6/16/2016	\$1.63	\$1.70
6/17/2016	\$1.69	\$1.70
6/20/2016	\$1.62	\$1.70
6/21/2016	\$1.53	\$1.69
6/22/2016	\$1.56	\$1.69
6/23/2016	\$1.67	\$1.69
6/24/2016	\$1.54	\$1.68
6/27/2016	\$1.41	\$1.67
6/28/2016	\$1.47	\$1.67
6/29/2016	\$1.51	\$1.66
6/30/2016	\$1.49	\$1.66
7/1/2016	\$1.58	\$1.65
7/5/2016	\$1.47	\$1.65
7/6/2016	\$1.54	\$1.65
7/7/2016	\$1.65	\$1.65
7/8/2016	\$1.67	\$1.65
7/11/2016	\$1.62	\$1.65
7/12/2016	\$1.61	\$1.65
7/13/2016	\$1.58	\$1.64
7/14/2016	\$1.55	\$1.64
7/15/2016	\$1.51	\$1.64
7/18/2016	\$1.51	\$1.64
7/19/2016	\$1.48	\$1.63
7/20/2016	\$1.53	\$1.63
7/21/2016	\$1.49	\$1.63
7/22/2016	\$1.46	\$1.62
7/25/2016	\$1.47	\$1.62
7/26/2016	\$1.44	\$1.62
7/27/2016	\$1.55	\$1.62
7/28/2016	\$1.47	\$1.61
7/29/2016	\$1.44	\$1.61

8/1/2016	\$1.47	\$1.61
8/2/2016	\$1.44	\$1.61
8/3/2016	\$1.49	\$1.60
8/4/2016	\$1.51	\$1.60
8/5/2016	\$1.53	\$1.60
8/8/2016	\$1.54	\$1.60
8/9/2016	\$1.58	\$1.60

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date. All purchase, acquisition, and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise or operation of law of Aegerion publicly traded common stock during the Class Period shall not be deemed a purchase or sale of Aegerion publicly traded common stock for the calculation of a claimant’s recognized claim, nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment. The receipt of Aegerion publicly traded common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Aegerion publicly traded common stock.

For Class Members who held Aegerion publicly traded common stock at the beginning of the Class Period or made multiple purchases, acquisitions, or sales during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of Aegerion publicly traded common stock during the Class Period will be matched, in chronological order, first against shares of common stock held at the beginning of the Class Period. The remaining sales of common stock during the Class Period will then be matched, in chronological order, against common stock purchased or acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net overall loss, after all profits from transactions in all Aegerion common stock described above during the Class Period are subtracted from all losses. However, the proceeds from sales of common stock that have been matched against the common stock held at the beginning of the Class Period will not be used in the calculation of such net loss. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. Defendants, their respective counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against Lead Plaintiffs, Lead Plaintiffs’ Counsel, the Claims Administrator, or other Person designated by Lead Counsel, Defendants, or Defendants’ counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise

shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

Defendants, their respective counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Lead Plaintiffs and Lead Plaintiffs' Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, additional settlement administration fees, costs, and expenses, including those of Lead Plaintiffs' Counsel as may be approved by the Court; and (c) to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be distributed to an appropriate non-sectarian, non-profit charitable organization serving the public interest selected by Lead Counsel and approved by the Court.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Aegerion publicly traded common stock during the Class Period for the beneficial interest of an individual or organization other than yourself, the Court has directed that, **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE**, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired such securities during such time period, or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim form directly to the beneficial owners of the securities referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing,

including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Aegerion Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30253
College Station, TX 77842-3253
www.aegerionsecuritieslitigation.com

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

EXHIBIT 2

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the action entitled *KBC Asset Management NV, et al. v. Aegerion Pharmaceuticals, Inc., et al.*, No. 1:14-cv-10105-MLW (the “Litigation”), you must complete and, on page 10 hereof, sign this Proof of Claim and Release form (“Proof of Claim”). If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN NOVEMBER 17, 2017, ADDRESSED AS FOLLOWS:**

Aegerion Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30253
College Station, TX 77842-3253
Online Submissions: www.aegerionsecuritieslitigation.com

4. If you are NOT a Member of the Class, as defined in the Notice of Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

5. If you are a Member of the Class and you did not timely request exclusion, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.**

II. CLAIMANT IDENTIFICATION

If you purchased or acquired Aegerion Pharmaceuticals, Inc. (“Aegerion”) publicly traded common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, you purchased or acquired Aegerion publicly traded common stock and the certificate(s) were registered in the name of a third party,

such as a nominee or brokerage firm, you are the beneficial purchaser or acquirer and the third party is the record purchaser or acquirer.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquirer of record ("nominee"), if different from the beneficial purchaser or acquirer of the Aegerion publicly traded common stock that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE AGERION PUBLICLY TRADED COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

Separate Proofs of Claim should be submitted for each separate legal entity (for example, a claim by joint owners should not include the transactions of just one of the joint owners, and an individual should not submit one claim that combines his or her IRA transactions with transactions made solely in the individual's name). Conversely, a combined Proof of Claim should be submitted on behalf of each legal entity (including an individual) that includes all transactions made by that entity, no matter how many separate accounts that entity has (for example, a corporation/individual with multiple brokerage accounts should include all transactions made in Aegerion publicly traded common stock during the Class Period on one Proof of Claim, no matter in how many accounts the transactions were made).

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees or others acting in a representative capacity on behalf of a Class Member must complete and sign this claim on behalf of persons represented by them, and submit evidence of their current authority to act on behalf of that Class Member, including that your titles or capacities must be stated. The Social Security (or taxpayer identification) number

and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. CLAIM FORM

Use Part II of this form entitled “Schedule of Transactions in Aegerion Publicly Traded Common Stock” to supply all required details of your transaction(s) in Aegerion publicly traded common stock. 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.

On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions and *all* of your sales of Aegerion publicly traded common stock which took place during the period April 30, 2013 through and including August 9, 2016, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* of the shares of Aegerion publicly traded common stock you held at the close of trading on April 29, 2013, May 11, 2016, and August 9, 2016. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a “short sale” is deemed to be the date of purchase of Aegerion publicly traded common stock. The date of a “short sale” is deemed to be the date of sale of Aegerion publicly traded common stock.

For each transaction, copies of broker confirmations or other documentation of your transactions in Aegerion publicly traded common stock should be attached to your claim. Failure

to provide this documentation could delay verification of your claim or result in rejection of your claim.

A purchase or sale of Aegerion publicly traded common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date; please provide any “contract” or “trade” dates in your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. This is different from the online submission process that is available at www.aegerionsecuritieslitigation.com. If you have a large number of transactions and wish to file your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

KBC Asset Management NV, et al. v. Aegerion Pharmaceuticals, Inc., et al.

Case No. 1:14-cv-10105-MLW

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if mailed) or Received (if submitted online) No Later Than:

November 17, 2017

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN AGERION PUBLICLY TRADED COMMON STOCK

- A. Number of shares of Aegerion publicly traded common stock held at the close of trading on April 29, 2013: _____
- B. Purchases or acquisitions of Aegerion publicly traded common stock (April 30, 2013 – August 9, 2016, inclusive):

Trade Date Month Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes. Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount, and the company acquired:

□□/□□/□□□□
MM DD YYYY

_____ Merger Shares

_____ Company

- C. Sales of Aegerion publicly traded common stock (April 30, 2013 – August 9, 2016, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

- D. Number of shares of Aegerion publicly traded common stock held at the close of trading on May 11, 2016: _____
- E. Number of shares of Aegerion publicly traded common stock held at the close of trading on August 9, 2016: _____

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 10. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

On behalf of myself (ourselves) and each of my (our) heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I (we) submit this Proof of Claim under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Massachusetts 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 judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Aegerion securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Aegerion publicly traded common stock during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. Upon the Effective Date of the Settlement, I (we) acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the "Released Persons," defined as each and all of the Defendants and their Related Parties. "Related Parties" means each of a Defendant's respective former, present or future parents, subsidiaries, divisions and affiliates and the respective present and former employees,

members, partners, principals, officers, directors, controlling shareholders, attorneys, advisors, accountants, auditors, and insurers and reinsurers of each of them; and the predecessors, successors, estates, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives and assigns of each of them, in their capacity as such.

2. “Released Claims” means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether direct or derivative, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, which arise out of or relate in any way to both: (i) the purchase or acquisition of shares of Aegerion publicly traded common stock during the Class Period, and (ii) the acts, facts, statements, or omissions that were or could have been alleged by Lead Plaintiffs or any Class Members in the Litigation. “Released Claims” does not include claims to enforce the Settlement. “Released Claims” includes “Unknown Claims” as defined below.

3. “Unknown Claims” means any and all Released Claims or Released Defendants’ Claims that any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs’ Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, Lead Plaintiffs, Lead Plaintiffs’ Counsel, or Class Members, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the

Released Persons, Lead Plaintiffs, Lead Plaintiffs' Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, 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 Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but the Settling Parties shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be

deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

4. 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.

5. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Aegerion publicly traded common stock which are the subject of this claim, which occurred during the Class Period, as well as the opening and closing positions in such securities held by me (us) on the dates requested in this claim form.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

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

(State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser or Acquirer, Executor
or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. If this claim is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach copies of supporting documentation, if available.
4. **Do not send** originals of certificates.
5. Keep a copy of your claim form and all supporting documentation for your records.
6. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send your new address to the address below.
8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

THIS PROOF OF CLAIM MUST BE POSTMARKED (IF MAILED) OR RECEIVED (IF SUBMITTED ONLINE) NO LATER THAN NOVEMBER 17, 2017, ADDRESSED AS FOLLOWS:

Aegerion Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30253
College Station, TX 77842-3253
www.aegerionsecuritieslitigation.com

EXHIBIT 3

If you bought Aegerion Pharmaceuticals, Inc. stock between April 30, 2013 and May 11, 2016, you could get a payment from a class action settlement.

A settlement has been proposed in a class action lawsuit concerning the price of Aegerion Pharmaceuticals, Inc. stock. The settlement will provide \$22.25 million to pay claims from Aegerion investors who bought or acquired the company's stock from April 30, 2013, through and including May 11, 2016. If you qualify, you may send in a claim form to get benefits, or you can exclude yourself from the settlement, or you can object to it.

A hearing will be held on November 30, 2017, at 2:00 p.m. ET, before the Honorable Mark L. Wolf, at the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210, , to consider whether to approve the settlement and a request by the lawyers representing all Class Members for an award of attorneys' fees of 25% of the \$22.25 million settlement amount, plus expenses not to exceed \$250,000, and a request by each of the Lead Plaintiffs for reimbursement of their time and expenses in representing the Class in an amount not to exceed \$17,500 in the aggregate.

If you purchased or acquired Aegerion publicly traded common stock between April 30, 2013 and May 11, 2016, inclusive, your rights may be affected by this Litigation and the settlement thereof. If you have not received a detailed Notice of Proposed Settlement of Class Action and a copy of the Proof of Claim and Release form, you may obtain copies by writing to *Aegerion Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 30253, College Station, TX 77842-3253 or by downloading this information at www.aegerionsecuritieslitigation.com. You may also review the Stipulation of Settlement and all other settlement-related documents at www.aegerionsecuritieslitigation.com, or you may contact the Claims Administrator at 1-844-319-2120 for further information regarding the Settlement.

You may also contact representatives of counsel for the Class: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, or Gregg S. Levin, Christopher F. Moriarty, Motley Rice LLC, 28 Bridgeside Blvd., Mt. Pleasant, SC 29464, 1-843-216-9000.

If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release online at www.aegerionsecuritieslitigation.com by November 17, 2017, or postmarked no later than November 17, 2017, establishing that you are entitled to a recovery. You will be bound by any judgment rendered in the Litigation unless you request to be excluded, in writing, to the above address, postmarked by October 31, 2017. Any objection to any aspect of the settlement must be filed with the Clerk of the Court on or before October 31, 2017, and also delivered by hand or first-class mail to:

ROBBINS GELLER RUDMAN
& DOWD LLP
ELLEN GUSIKOFF STEWART
655 West Broadway, Suite 1900
San Diego, CA 92101
1-800-449-4900

ROPES & GRAY LLP
RANDALL W. BODNER
Prudential Tower
800 Boylston Street
Boston, MA 02199-3600
1-617-951-7000

The Court has retained the discretion to alter any of the deadlines or requirements outlined above for good cause shown.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS