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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 7, 2007

**AMICUS THERAPEUTICS, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-33497**  
(Commission  
File Number)

**20-0422823**  
(IRS Employer  
Identification No.)

**6 Cedar Brook Drive, Cranbury, NJ**  
(Address of Principal Executive Offices)

**08512**  
(Zip Code)

Registrant's telephone number, including area code: **(609) 662-2000**

(Former Name or Former Address, if Changed Since Last Report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 1.01 Entry Into a Material Definitive Agreement

### License and Collaboration Agreement with Shire Pharmaceuticals Ireland, Ltd.

On November 7, 2007, Amicus Therapeutics, Inc. (“Amicus”) entered into a License and Collaboration Agreement with Shire Pharmaceuticals Ireland, Ltd. (“Shire”). Under the agreement, Amicus and Shire will jointly develop Amicus’ three lead pharmacological chaperone compounds for lysosomal storage disorders: Amigal™, Plicera™ and AT2220. Amicus granted Shire the rights to commercialize these products outside the United States. Amicus will retain all rights to its other programs and to develop and commercialize Amigal®, Plicera® and AT2220 in the United States. Amicus will be responsible for all clinical development for the products during Phase 2. During Phase 3, both parties will share the responsibility for trial execution.

Under the agreement, Amicus will receive an initial, non-refundable license fee payment of U.S. \$50 million. Joint development costs toward global approval of the three compounds will be shared 50/50 going forward. In addition, Amicus is eligible to receive, for all three drug product candidates, aggregate potential milestone payments of up to U.S. \$150 million if certain clinical and regulatory milestones are achieved for all three of the programs, and U.S. \$240 million in sales-based milestones for all three of the programs. Amicus will also be eligible to receive tiered double-digit royalties on net sales of the products which are marketed outside of the U.S. Not including royalties and cost-sharing, the deal is valued at up to U.S. \$440 million.

### Severance and Change in Control Agreements with Certain Officers.

From November 9, 2007, to November 12, 2007, Amicus entered into Severance and Change in Control Agreements (the “Severance and Change in Control Agreements”) with the following named executive officers and other officers:

#### Named Executive Officers

<u>Named Executive Officers</u>	<u>Title</u>
James E. Dentzer	Chief Financial Officer
David Lockhart, Ph.D.	Chief Scientific Officer
Matthew R. Patterson	Chief Operating Officer
David Palling, Ph.D.	Senior Vice President, Drug Development

#### Other Executive Officers

<u>Other Executive Officers</u>	<u>Title</u>
Douglas A. Branch	Vice President, General Counsel and Secretary
Bradley L. Campbell	Vice President, Business Planning
Gregory P. Licholai, M.D.	Vice President, Medical Affairs
S. Nicole Schaeffer	Vice President, Human Resources and Leadership Development
Mark Simon	Senior Vice President, Business Development

Under the Severance and Change in Control Agreements, if an executive is terminated without cause, then:

- Amicus will be obligated to pay that executive six months of base salary continuation following that termination;
- if the termination occurs after June 30<sup>th</sup> of the calendar year, Amicus will be obligated to pay that executive an amount equal to any bonus paid to such executive in the previous year, prorated for the number of months actually worked in the year of termination;

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- the vesting on options or restricted stock awards then held by the executive will automatically accelerate by six months; and
- the executive will be entitled to a continuation of health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve months from the time of termination.

In addition, if an executive officer is terminated other than for cause within twelve months following certain corporate changes or if, following those changes, the executive resigns for good reason, then the executive has the right to receive:

- 12 months of base salary continuation, based upon the base salary in effect as of the date of the corporate change, after the termination or resignation;
- if the termination occurs after June 30<sup>th</sup> of the calendar year, Amicus will be obligated to pay that executive an amount equal to any bonus paid to such executive in the previous year, prorated for the number of months actually worked in the year of termination or resignation;
- the vesting on stock options or other equity based compensation then held by the executive will fully vest; and
- the executive will be entitled to a continuation of health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve months from the time of termination or resignation.

Copies of the Severance and Change in Control Agreements are attached hereto as Exhibits 10.1 through 10.9 of this report and are incorporated by reference herein.

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) From November 9, 2007, to November 12, 2007, Amicus entered into Severance and Change in Control Agreements with David Lockhart, Ph.D., Matthew R. Patterson, James E. Dentzer and David Palling, Ph.D. The information regarding the Severance and Change in Control Agreements with Certain Officers in Item 1.01 of this report is incorporated by reference into this Item 5.02(e).

### **Item 8.01 Other Events.**

On November 8, 2007, Amicus issued a press release to announce its entry into the License and Collaboration Agreement with Shire. A copy of the press release is attached hereto as Exhibit 99.1, and incorporated by reference herein.

### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Severance and Change in Control Agreement, by and between the registrant and David Lockhart, Ph.D., dated November 9, 2007.
10.2	Severance and Change in Control Agreement, by and between the registrant and James E. Dentzer, dated November 12, 2007.
10.3	Severance and Change in Control Agreement, by and between the registrant and Matthew R. Patterson, dated November 12, 2007.
10.4	Severance and Change in Control Agreement, by and between the registrant and David Palling, Ph.D., dated November 9, 2007.

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<u>Exhibit</u>	<u>Description</u>
10.5	Severance and Change in Control Agreement, by and between the registrant and Douglas A. Branch, dated November 12, 2007.
10.6	Severance and Change in Control Agreement, by and between the registrant and Bradley L. Campbell, dated November 12, 2007.
10.7	Severance and Change in Control Agreement, by and between the registrant and Gregory P. Licholai, M.D., dated November 12, 2007.
10.8	Severance and Change in Control Agreement, by and between the registrant and Mark Simon, dated November 12, 2007.
10.9	Severance and Change in Control Agreement, by and between the registrant and S. Nicole Schaeffer, dated November 9, 2007.
99.1	Press Release dated November 8, 2007, entitled “Amicus Therapeutics and Shire plc enter \$440 Million ex-US Licensing Agreement to Develop and Commercialize Amigal™, Plicera™ and AT2220 outside the U.S.”

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMICUS THERAPEUTICS, INC.

Date: November 13, 2007

By: /s/ DOUGLAS A. BRANCH

Name: Douglas A. Branch

Title: Vice President, General Counsel and  
Secretary

EXHIBIT LIST

<u>Exhibit</u>	<u>Description</u>
10.1	Severance and Change in Control Agreement, by and between the registrant and David Lockhart, Ph.D., dated November 9, 2007.
10.2	Severance and Change in Control Agreement, by and between the registrant and James E. Dentzer, dated November 12, 2007.
10.3	Severance and Change in Control Agreement, by and between the registrant and Matthew R. Patterson, dated November 12, 2007.
10.4	Severance and Change in Control Agreement, by and between the registrant and David Palling, Ph.D., dated November 9, 2007.
10.5	Severance and Change in Control Agreement, by and between the registrant and Douglas A. Branch, dated November 12, 2007.
10.6	Severance and Change in Control Agreement, by and between the registrant and Bradley L. Campbell, dated November 12, 2007.
10.7	Severance and Change in Control Agreement, by and between the registrant and Gregory P. Licholai, M.D., dated November 12, 2007.
10.8	Severance and Change in Control Agreement, by and between the registrant and Mark Simon, dated November 12, 2007.
10.9	Severance and Change in Control Agreement, by and between the registrant and S. Nicole Schaeffer, dated November 9, 2007.
99.1	Press Release dated November 8, 2007, entitled "Amicus Therapeutics and Shire plc enter \$440 Million ex-US Licensing Agreement to Develop and Commercialize Amigal™, Plicera™ and AT2220 outside the U.S."





**LETTER AGREEMENT**

November 9, 2007

Dr. David Lockhart  
510 Torrey Point Road  
Del Mar, CA 92014

**Re: Severance and Change in Control Agreements**

Dear David:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. The December 19, 2005 Offer of Employment Letter countersigned by you ("December 19, 2005 Offer Letter," attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and

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6 Cedar Brook Drive Cranbury, NJ 08512 T: 609-662-2000 F: 609-662-2001 [www.amicustherapeutics.com](http://www.amicustherapeutics.com)

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4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

#### **Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate

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**LETTER AGREEMENT**

November 9, 2007

James Dentzer  
304 Goodmans Hill Road  
Sudbury, MA 01776

**Re: Severance and Change in Control Agreements**

Dear Jim:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. The July 27, 2006 Offer of Employment Letter countersigned by you ("July 27, 2006, Offer Letter," attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and

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6 Cedar Brook Drive Cranbury, NJ 08512 T: 609-662-2000 F: 609-662-2001 [www.amicustherapeutics.com](http://www.amicustherapeutics.com)

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4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

### **Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate

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your acceptance of the terms and conditions set forth herein, please sign one copy of this Letter Agreement in the space indicated below and return it to my attention on or before November 12, 2007. By signing below, you agree that no other promises, express or implied, have been made to you either verbally or in writing and that no further modifications to these terms and conditions will be effective except by a written agreement signed by the Chief Executive Officer of the Company and you and as authorized by the Company's Board of Directors.

Very truly yours,

John Crowley  
President and Chief Executive Officer

**Accepted and Agreed:**

By:                     /s/ James Dentzer                      
                    James Dentzer

Date:                     November 12, 2007



**LETTER AGREEMENT**

November 9, 2007

Matthew Patterson  
547 Broadway #3  
New York, NY 10012

**Re: Severance and Change in Control Agreements**

Dear Matt:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. The November 9, 2004 Offer of Employment Letter countersigned by you ("November 9, 2004 Offer Letter," attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and
4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12)

months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

**Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate your acceptance of the terms and conditions set forth herein, please sign one copy of this Letter Agreement in the space indicated below and return it to my attention on or before November 12,

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**LETTER AGREEMENT**

November 9, 2007

David Palling  
85 Park Avenue, Unit 403  
Glen Ridge, NJ 07028

**Re: Severance and Change in Control Agreements**

Dear David:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. This letter supersedes the letter dated March 6, 2006. The July 18, 2002 Offer of Employment Letter countersigned by you ("July 18, 2002 Offer Letter" attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and
4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12)

months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

### **Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

### **Employment "At-Will"**

It is important that you understand that the Company does not guarantee employment for any specific period of time. You will continue to be employed on at "at-will" basis. This means that both the Company and you will have the right to terminate your employment at any time, for any reason, with or without prior notice or cause. Neither you nor the Company will have an express

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or implied contract limiting your right to resign or the Company's right to terminate your employment at any time, for any reason, with or without prior notice or cause. The "at-will" relationship will apply to you throughout your employment and cannot be changed except by an express individual written employment agreement signed by you and the Chief Executive Officer of the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate your acceptance of the terms and conditions set forth herein, please sign one copy of this Letter Agreement in the space indicated below and return it to my attention on or before November 12, 2007. By signing below, you agree that no other promises, express or implied, have been made to you either verbally or in writing and that no further modifications to these terms and conditions will be effective except by a written agreement signed by the Chief Executive Officer of the Company and you and as authorized by the Company's Board of Directors.

Very truly yours,

John Crowley  
President and Chief Executive Officer

**Accepted and Agreed:**

By:                   /s/ David Palling                    
                  David Palling

Date:           November 9, 2007



**LETTER AGREEMENT**

November 9, 2007

Douglas Branch  
1816 Winding Ridge Road  
Norman, OK 73072

**Re: Severance and Change in Control Agreements**

Dear Doug:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. The May 12, 2006 Offer of Employment Letter countersigned by you ("May 12, 2006 Offer Letter," attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and

4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

### **Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

### **Employment "At-Will"**

It is important that you understand that the Company does not guarantee employment for any specific period of time. You will continue to be employed on an "at-will" basis. This means that

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both the Company and you will have the right to terminate your employment at any time, for any reason, with or without prior notice or cause. Neither you nor the Company will have an express or implied contract limiting your right to resign or the Company's right to terminate your employment at any time, for any reason, with or without prior notice or cause. The "at-will" relationship will apply to you throughout your employment and cannot be changed except by an express individual written employment agreement signed by you and the Chief Executive Officer of the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate your acceptance of the terms and conditions set forth herein, please sign one copy of this Letter Agreement in the space indicated below and return it to my attention on or before November 12, 2007. By signing below, you agree that no other promises, express or implied, have been made to you either verbally or in writing and that no further modifications to these terms and conditions will be effective except by a written agreement signed by the Chief Executive Officer of the Company and you and as authorized by the Company's Board of Directors.

Very truly yours,

John Crowley  
President and Chief Executive Officer

**Accepted and Agreed:**

By:           /s/ Douglas Branch            
          Douglas Branch

Date:           November 12, 2007



**LETTER AGREEMENT**

November 9, 2007

Bradley Campbell  
16 Morris Drive  
Princeton, NJ 08540

**Re: Severance and Change in Control Agreements**

Dear Bradley :

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. The April 19, 2006 Offer of Employment Letter countersigned by you ("April 19, 2006 Offer Letter," attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and
4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12)



months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

### **Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

### **Employment "At-Will"**

It is important that you understand that the Company does not guarantee employment for any specific period of time. You will continue to be employed on an "at-will" basis. This means that both the Company and you will have the right to terminate your employment at any time, for any reason, with or without prior notice or cause. Neither you nor the Company will have an express

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**LETTER AGREEMENT**

November 9, 2007

Dr. Gregory Licholai  
4 Meadow Lane  
Pennington, NJ 08534

**Re: Severance and Change in Control Agreements**

Dear Greg:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. This letter supersedes the letter dated March 6, 2006. The December 15, 2004 Offer of Employment Letter countersigned by you ("December 15, 2004 Offer Letter" attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and

4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

#### **Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

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**Employment “At-Will”**

It is important that you understand that the Company does not guarantee employment for any specific period of time. You will continue to be employed on an “at-will” basis. This means that both the Company and you will have the right to terminate your employment at any time, for any reason, with or without prior notice or cause. Neither you nor the Company will have an express or implied contract limiting your right to resign or the Company’s right to terminate your employment at any time, for any reason, with or without prior notice or cause. The “at-will” relationship will apply to you throughout your employment and cannot be changed except by an express individual written employment agreement signed by you and the Chief Executive Officer of the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate your acceptance of the terms and conditions set forth herein, please sign one copy of this Letter Agreement in the space indicated below and return it to my attention on or before November 12, 2007. By signing below, you agree that no other promises, express or implied, have been made to you either verbally or in writing and that no further modifications to these terms and conditions will be effective except by a written agreement signed by the Chief Executive Officer of the Company and you and as authorized by the Company’s Board of Directors.

Very truly yours,

John Crowley  
President and Chief Executive Officer

**Accepted and Agreed:**

By:           /s/ Gregory Licholai            
Gregory Licholai

Date:           November 12, 2007



**LETTER AGREEMENT**

November 9, 2007

Mark Simon  
641 Shunpike Road, #307  
Chatham, NJ 07928

**Re: Severance and Change in Control Agreements**

Dear Mark:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. The May 21, 2006 Offer of Employment Letter countersigned by you ("May 21, 2006, Offer Letter," attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and
4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12)

months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

**Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate your acceptance of the terms and conditions set forth herein, please sign one copy of this Letter Agreement in the space indicated below and return it to my attention on or before November 12,

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2007. By signing below, you agree that no other promises, express or implied, have been made to you either verbally or in writing and that no further modifications to these terms and conditions will be effective except by a written agreement signed by the Chief Executive Officer of the Company and you and as authorized by the Company's Board of Directors.

Very truly yours,  
John Crowley  
President and Chief Executive Officer

**Accepted and Agreed:**

By:           /s/ Mark Simon            
          Mark Simon

Date:           November 12, 2007





**LETTER AGREEMENT**

November 9, 2007

S. Nicole Schaeffer  
12 Flintlock Drive  
Warren, New Jersey 07059

**Re: Severance and Change in Control Agreements**

Dear Nicole:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this shall serve to confirm our agreement in the event Amicus terminates your employment without cause or in the event of a Change in Control, Sale or Merger of the Company. By accepting the terms of this Letter Agreement, you agree that the rights identified in this Letter Agreement contain the complete understanding between you and the Company related to Severance and Change in Control payments. This letter supersedes the letter dated March 6, 2006. The February 28, 2005 Offer of Employment Letter countersigned by you ("February 28, 2005 Offer Letter," attached hereto), shall otherwise remain in full force and effect and is hereby confirmed and ratified.

**Severance Pay**

In the event that your employment is terminated by the Company, except for "Cause" as defined below, you will be eligible to receive the following:

1. six (6) months salary continuation;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of termination; and
4. you will be entitled to a continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12)

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6 Cedar Brook Drive Cranbury, NJ 08512 T: 609-662-2000 F: 609-662-2001 [www.amicustherapeutics.com](http://www.amicustherapeutics.com)

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months, which shall commence on the date of termination and run concurrently with the period of salary continuation.

For purposes of this Agreement, "Cause" means termination for any of the following reasons: (1) willful or deliberate misconduct by you that materially damages the Company; (2) misappropriation of Company assets; (3) conviction of, or a plea of guilty or "no contest" to, a felony; or (4) any willful disobedience of the lawful and unambiguous instructions of the CEO of the Company; provided that the CEO has given you written notice of such disobedience or neglect and you have failed to cure such disobedience or neglect within a period reasonable under the circumstances.

### **Change in Control**

If there is a Change in Control Event and you resign for Good Reason or are terminated without Cause within twelve months of such Change in Control Event, then (i) you will be entitled to receive twelve (12) months of salary continuation, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30<sup>th</sup> of the calendar year, you will be entitled to a payment of a bonus equal to the bonus earned in the preceding year pro-rated for the number of months actually worked in the year of your resignation or termination. In addition, you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of twelve (12) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation, and (ii) all unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

"Change in Control Event" means any of the following: (i) any person or entity (except for a current stockholder) becomes the beneficial owner of greater than 50% of the then outstanding voting power of the Company; (ii) a merger or consolidation with another entity where the voting securities of the Company outstanding immediately before the transaction constitute less than a majority of the voting power of the voting securities of the Company or the surviving entity outstanding immediately after the transaction, or (iii) the sales or disposition of all or substantially all of the Company's assets. "Good Reason" means (i) a change in your position with the Company or its successor that materially reduces your title, duties or level of responsibility; or (ii) the relocation of the Company or its successor greater than 50 miles away from the then current location of the Company's principal offices.

Your right to receive accelerated vesting and severance payments pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company.

### **Employment "At-Will"**

It is important that you understand that the Company does not guarantee employment for any specific period of time. You will continue to be employed on an "at-will" basis. This means that both the Company and you will have the right to terminate your employment at any time, for any reason, with or without prior notice or cause. Neither you nor the Company will have an express

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or implied contract limiting your right to resign or the Company's right to terminate your employment at any time, for any reason, with or without prior notice or cause. The "at-will" relationship will apply to you throughout your employment and cannot be changed except by an express individual written employment agreement signed by you and the Chief Executive Officer of the Company.

It is understood and agreed that this Letter Agreement constitutes the full agreement between you and the Company on the subjects of Severance and Change in Control payments. To indicate your acceptance of the terms and conditions set forth herein, please sign one copy of this Letter Agreement in the space indicated below and return it to my attention on or before November 12, 2007. By signing below, you agree that no other promises, express or implied, have been made to you either verbally or in writing and that no further modifications to these terms and conditions will be effective except by a written agreement signed by the Chief Executive Officer of the Company and you and as authorized by the Company's Board of Directors.

Very truly yours,

John Crowley  
President and Chief Executive Officer

**Accepted and Agreed:**

By:           /s/ S. Nicole Schaeffer            
          S. Nicole Schaeffer

Date:                           November 9, 2007



## CONTACTS:

Investors:	Media:
Carney Noensie	Dan Budwick
Burns McClellan	BMC Communications Group
(646) 233-1557	(212) 477-9007 ext. 14

**Amicus Therapeutics and Shire plc enter into \$440 million ex-US Licensing Agreement to Develop and Commercialize Amigal™, Plicera™ and AT2220**

**Amicus to host conference call at 8:00 a.m. Eastern Time**

Cranbury, NJ, November 8, 2007 – Amicus Therapeutics, Inc. (Nasdaq: FOLD) announced today that it has entered into a strategic collaboration with Shire Human Genetic Therapies, Inc., a subsidiary of Shire plc (LSE: SHP, Nasdaq: SHPGY, TSX: SHQ), to jointly develop Amicus’ three lead pharmacological chaperone compounds for lysosomal storage disorders. Shire will receive rights to commercialize these products outside of the United States. Amicus will retain all rights to commercialize these products in the United States.

The collaboration includes Amigal™ (migalastat hydrochloride) currently in Phase 2 clinical trials for the treatment of Fabry disease, Plicera™ (isofagomine tartrate) currently in Phase 2 clinical trials for the treatment of Gaucher disease, and AT2220 (deoxynojirimycin), which the company is currently studying in Phase 1 clinical trials for the treatment of Pompe disease.

Under the terms of the deal, Amicus will receive an initial, non-refundable licensing payment of US\$ 50 million. Joint development costs toward global approval of the three compounds will be shared 50/50 going forward, and Amicus is eligible to receive an additional US\$ 150 million if certain clinical and regulatory milestones are met for the three programs through approvals. Amicus is also eligible to receive up to US\$ 240 million in sales-based milestones, as well as tiered double-digit royalties. Not including royalties and cost sharing, the deal is valued at up to US\$ 440 million.

John F. Crowley, Amicus’ President & CEO said:

“We are immensely pleased to enter into this partnership with Shire, which leverages both companies’ unique experience and expertise in developing therapies for lysosomal storage disorders. The combination of Amicus’ strong science foundation in pharmacological chaperones and Shire’s proven track record in drug development and commercialization will greatly enhance our efforts to bring these novel therapies to patients.”

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Matthew Emmens, Shire's CEO said:

"Amicus' pharmacological chaperone products have the potential to be an excellent addition to our current enzyme replacement therapy business. This technology should provide significant benefit to patients with these serious genetic diseases."

Amicus will lead worldwide development operations through the end of Phase 2 clinical trials. The companies will share responsibility for Phase 3 clinical trial execution. This will leverage Shire's significant ex-US regulatory and clinical experience, as well as its commercial infrastructure.

Sylvie Gregoire, President of Shire Human Genetic Therapies added:

"We are excited about this opportunity for Shire to expand its therapeutic platform beyond enzyme replacement therapies for lysosomal storage disorders. We look forward to working closely with Amicus on the development of these new therapies."

John F. Crowley also noted that "this partnership is another step in Amicus' evolution as a biopharmaceutical company and it provides a significant validation of our platform technology for the treatment of lysosomal storage disorders. The partnership will also enhance our ability to rapidly advance our chaperone technologies to other diseases of misfolded or unstable proteins. It is a huge step forward for us."

#### Conference Call

Amicus will host a conference call at 8 a.m. Eastern Time today to discuss the Amicus-Shire agreement. To listen to the conference call, please dial: 800-829-9048 from the United States and Canada or 913-312-9312 (International). A playback of the call will be available beginning today at 11:00 a.m. Eastern Time through November 18, and may be accessed by dialing: 888-203-1112 from the United States and Canada or 719-457-0820 (International). The reservation number for the replay is 4235186.

#### About Fabry Disease

Fabry disease is a lysosomal storage disorder caused by inherited genetic mutations in the GLA gene, which result in deficient activity of the enzyme  $\alpha$ -galactosidase A ( $\alpha$ -GAL). Deficient  $\alpha$ -GAL activity leads to lysosomal accumulation of globotriaosylceramide (GL-3), which is believed to cause the various symptoms of Fabry disease, including pain, kidney failure and increased risk of heart attack and stroke. Fabry disease is estimated to affect approximately 5,000 to 10,000 people in the developed world, but recent evidence suggests that the disease may be significantly under diagnosed. The U.S. Food and Drug Administration's Office of Orphan Products Development has granted orphan designation for Amigal in the United States, and the European Commission has designated Amigal as an orphan medicinal product in the European Union.

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### About Gaucher Disease

Gaucher disease, the most commonly diagnosed lysosomal storage disorder, is caused by inherited genetic mutations in the GBA gene, which result in deficient activity of the enzyme acid beta-glucosidase, also known as glucocerebrosidase (GCCase). Deficient GCCase activity leads to lysosomal accumulation of glucocerebroside inside certain cells, which is believed to cause the various symptoms of Gaucher disease, including an enlarged liver and spleen, abnormally low levels of red blood cells and platelets and skeletal complications. In some cases there is significant impairment of the central nervous system. Gaucher disease affects an estimated 8,000 to 10,000 people worldwide. The U.S. Food and Drug Administration's Office of Orphan Products Development has granted orphan drug designation for the active ingredient in Plicera in the United States and the European Commission has designated Plicera as an orphan medicinal product in the European Union.

### About Pompe Disease

Pompe disease affects an estimated 5,000 to 10,000 patients worldwide and is clinically heterogeneous in the age of onset, the extent of organ involvement, and the rate of progression. The early onset form of the disease is the most severe, progresses most rapidly, and is characterized by musculoskeletal, pulmonary, gastrointestinal, and cardiac symptoms that usually lead to death from cardio-respiratory failure between 1 and 2 years of age. The late onset form of the disease begins between childhood and adulthood and has a slower rate of progression that is characterized by musculoskeletal and pulmonary symptoms that usually lead to progressive weakness and respiratory insufficiency. The U.S. Food and Drug Administration's Office of Orphan Products Development has granted orphan drug designation for the active ingredient in AT2220 in the United States.

### **About Amicus Therapeutics**

Amicus Therapeutics is a biopharmaceutical company developing novel, oral therapeutics known as pharmacological chaperones for the treatment of a range of human genetic diseases. Pharmacological chaperone technology involves the use of small molecules that selectively bind to and stabilize proteins in cells, leading to improved protein folding and trafficking, and increased activity. Amicus is initially targeting lysosomal storage disorders, which are severe, chronic genetic diseases with unmet medical needs. Amicus has two product candidates in Phase 2 clinical trials, Amigal™ for the treatment of Fabry disease and Plicera™ for the treatment of Gaucher disease. The Company is also conducting Phase 1 clinical trials of AT2220 for the treatment of Pompe disease.

### **Forward-Looking Statements**

Amicus cautions you that statements included in this press release that are not a description of historical facts are "forward-looking statements" within the meaning of Section 21E of the Private Securities Litigation Reform Act of 1995. Words such as, but not limited to, "look forward to," "believe," "expect," "anticipate," "estimate," "intend," "plan," "targets," "likely," "will," "would," "should," and "could," and similar expressions or words identify forward-looking statements. Such forward-looking statements are based upon current expectations that involve risks, changes in circumstances, assumptions and uncertainties. The inclusion of forward-looking statements should not be regarded

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as a representation by Amicus that any of its plans will be achieved. Any or all of the forward-looking statements in this press release may turn out to be wrong. They can be affected by inaccurate assumptions Amicus might make or by known or unknown risks and uncertainties. For example, with respect to statements regarding the potential progress and results of clinical trials, actual results may differ materially from those set forth in this release due to the risks and uncertainties inherent in the business of Amicus, including, without limitation: the respective Phase 2 clinical trials for Amigal™ and Plicera™, and the Phase 1 clinical trial for AT2220 may not proceed in the timeframes or in the manner Amicus expects or at all. Further, the results of earlier clinical trials may not be predictive of future results; Amicus and its licensors may not be able to obtain, maintain and successfully enforce adequate patent and other intellectual property protection of its product candidates; and other risks detailed in the public filings of Amicus with the Securities and Exchange Commission. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. All forward-looking statements are qualified in their entirety by this cautionary statement and Amicus undertakes no obligation to revise or update this news release to reflect events or circumstances after the date hereof. This caution is made under the safe harbor provisions of Section 21E of the Private Securities Litigation Reform Act of 1995.

FOLD -G