
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): December 30, 2008

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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[EX-10.5 Letter Agreement dated December 30, 2008 between Amicus Therapeutics, Inc. and Gregory Licholai](#)

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

On December 30, 2008, Amicus Therapeutics, Inc. (the “Company”) entered into the 2008 Amended and Restated Employment Agreement (the “2008 Amended Employment Agreement”) with John F. Crowley, the Company’s President and Chief Executive Officer. On December 30, 2008, the Company also entered into certain Letter Agreements (the “Letter Agreements”) with each of James E. Dentzer, Chief Financial Officer, Matthew R. Patterson, Chief Operating Officer, David Lockhart, Ph.D., Chief Scientific Officer, and Gregory Licholai, Vice President, Medical Affairs (collectively, with Mr. Crowley, the “Named Executive Officers”). As previously disclosed, the Company previously entered into an Amended and Restated Employment Agreement with Mr. Crowley and letter agreements with the other Named Executive Officers relating to severance and change in control benefits.

The changes reflected in the 2008 Amended Employment Agreement and Letter Agreements were entered into to ensure compliance with the regulations promulgated under Section 409A of the Internal Revenue Code, as amended (“Section 409A”). Section 409A governs the deferral of compensation by a director, officer, or employee who has a legally binding right to compensation payable in a future year. Section 409A imposes new requirements with respect to deferral elections, payment events, and payment elections. No changes were made to any of the Named Executive Officers’ respective employment agreements relating to the financial benefits available to the Named Executive Officers in connection with their employment or resulting from termination or a change in control as previously disclosed by the Company. The 2008 Amended Employment Agreement restates the current financial benefits available to Mr. Crowley, including his current annual salary of \$425,000.

The changes to Mr. Crowley’s employment agreement pursuant to the 2008 Amended Employment Agreement include, but are not limited to, the following:

(i) Modify the definition of “Good Reason” to ensure compliance with Section 409A;

(ii) Specify that any bonus payable during Mr. Crowley’s employment term must be paid in a lump sum on or before the 15th of the third month following the end of the fiscal year in which it was earned;

(iii) Clarify that in the event Mr. Crowley’s service with the Company is terminated, except for cause, the Amended Employment Agreement is not renewed, or after a change in control event Mr. Crowley is terminated, except for cause, or resigns for “Good Reason”, then the amount of salary owed to Mr. Crowley as salary continuation will be paid in accordance with the Company’s payroll practices and any bonus payable will payable on the date of termination;

(iv) Specify that any accrued benefit amounts payable upon the termination of his service with the Company shall be made in a lump sum on the date of termination;

(v) Provide for “gross-up” payments in the event that any payment or benefit to be received under the employment agreement is determined to be subject to the penalties imposed by Section 409A; and

(vi) Provide that any amounts payable on account of termination of employment which constitute deferred compensation under Section 409A and are otherwise payable during the first six months following Mr. Crowley’s termination shall paid in a cash lump-sum payment on the earlier of (a) the date of the Mr. Crowley’s death or (b) the first business day of the seventh calendar month immediately following the month in which the termination occurs.

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The modifications to the employment agreement with each of Messrs. Dentzer, Patterson, Lockhart and Licholai pursuant to the Letter Agreements include, but are not limited, the following:

(i) Clarify that in the event of the termination of officer's service with the Company, except for cause, then the amount of salary owed to the officer will be paid in accordance with the Company's payroll practices and any bonus payable will payable on the date of termination;

(ii) Modify the definition of "Good Reason" to ensure compliance with Section 409A;

(iii) Provide for "gross-up" payments in the event that any payment or benefit to be received under the employment agreement is determined to be subject to the penalties imposed by Section 409A; and

(iv) Provide that any amounts payable on account of termination of employment which constitute deferred compensation under Section 409A, and are otherwise payable during the first six months following termination, shall paid in a cash lump-sum payment on the earlier of (a) the date of the officer's death or (b) the first business day of the seventh calendar month immediately following the month in which the termination occurs.

The foregoing description of the Amended Employment Agreement and Letter Agreements with the Named Executive Officers is not complete and is qualified in its entirety by reference to each of the agreements filed as Exhibits 10.1, 10.2, 10.3, 10.4 and 10.5 hereto and incorporate herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	2008 Amended and Restated Employment Agreement dated December 30, 2008 between Amicus Therapeutics, Inc. and John F. Crowley
10.2	Letter Agreement dated December 30, 2008 between Amicus Therapeutics, Inc. and James E. Dentzer
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10.5	Letter Agreement dated December 30, 2008 between Amicus Therapeutics, Inc. and Gregory Licholai

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: December 30, 2008

By: /s/ Geoffrey P. Gilmore

Name: Geoffrey P. Gilmore

Title: Senior Vice President and General Counsel

EXHIBIT LIST

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EXECUTION COPY
**2008 AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

THIS 2008 AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Amended Agreement”), dated as of December 30, 2008, between AMICUS THERAPEUTICS, INC., a Delaware corporation having an office at 6 Cedar Brook Drive, Cranbury, New Jersey 08512 (the “Company”), and JOHN F. CROWLEY, an individual residing at 15 Leonard Court, Princeton, NJ 08540 (“Employee”).

PREAMBLE

WHEREAS, effective January 6, 2005, the Company and the Employee entered into that certain Employment Agreement (the “Original Agreement”);

WHEREAS, effective April 28, 2006, the Company and the Employee entered into that certain Employment Agreement (the “2006 Amended Agreement”), and, effective February 5, 2008, the Company and the Employee amended the 2006 Amended Agreement, and this Amended Agreement amends and restates the Original Agreement and the 2006 Amended Agreement, as amended;

WHEREAS, since January 17, 2005, the Employee has served as the Chief Executive Officer of the Company, and the Company desires to continue the employment of Employee in the capacities of President and Chief Executive Officer and Employee desires to continue such service, all pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, the parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein, the following terms shall have the following respective meanings:

“Cause” means for any of the following reasons: (i) willful or deliberate misconduct by Employee that materially damages the Company; (ii) misappropriation of Company assets; (in) Employee’s conviction of or a plea of guilty or “no contest” to, a felony; or (iv) any willful disobedience of the lawful and unambiguous instructions of the Board of Directors of the Company; provided that the Board of Directors has given Employee thirty (30) days written notice of such disobedience or neglect and Employee has failed to cure such cause.

“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 sale or disposition of all or substantially all of the Company's assets.

"Common Stock" means the common stock of the Company; par value \$.01 per share.

"Effective Date" means January 17, 2005.

"Good Reason" means (i) a material diminution in Employee's authority, duties, or responsibilities from those set forth in this Amended Agreement, or (ii) a material change in the geographic location at which the Employee must perform the services, in each case without the Employee's consent. The Employee must provide the Company with notice of the Good Reason condition within ninety (90) days of its initial existence, the Company shall have a period of thirty (30) days within which it may remedy the condition and not be required to pay the severance payment, and any Good Reason termination must occur within two (2) years of the initial existence of the Good Reason condition.

Section 2. Employment.

Subject to the terms and conditions of this Amended Agreement, Employee is hereby employed by the Company to serve as its President and Chief Executive Officer. Employee accepts such employment, and agrees to discharge all of the duties normally associated with said positions, to faithfully and to the best of his abilities perform such other services consistent with his position as a senior executive officer as may from time to time be assigned to him by the Board of Directors of the Company and to devote all of his business time, skill and attention to such services. Notwithstanding the foregoing, however, Employee may serve on the boards of directors of other companies, and in civic, cultural, philanthropic and professional organizations so long as such service does not detract from the performance of Employee's duties hereunder, such determination to be made by the Board of Directors in its sole discretion. Employee may continue service as an officer, U.S. Navy Reserve, and any periods of active duty service shall not result in any reduction in compensation or benefits payable to Employee under Section 3 of this Amended Agreement. At all times during which Employee remains President and Chief Executive Officer of the Company, Employee shall serve as a member of the Company's Board of Directors and, at the request of the Company's Board of Directors, as an officer or director of any Company affiliate, in each case without additional remuneration therefor.

Section 3. Compensation and Benefits.

3.1 Base Salary. During the Employment Term (as defined in Section 5 hereof), the Company shall pay Employee a salary at the annual rate of \$425,000 or such greater amount as the Company's Board of Directors may from time to time establish pursuant to the terms hereof (the "Base Salary"). Such Base Salary shall be reviewed annually and may be

increased, but not decreased, by the Board of Directors of the Company in its sole discretion. The Base Salary shall be payable in accordance with the Company's customary payroll practices for its senior management personnel.

3.2 Bonus. During the Employment Term, Employee shall be eligible to participate in the Company's bonus programs in effect with respect to senior management personnel. Employee shall be eligible to receive an annual target bonus of up to 50% of the Base Salary in cash (the "Bonus"). Any Bonus payment to which Employee becomes entitled hereunder shall be paid to Employee in a lump sum on or before the 15th day of the third month following the end of the calendar year in which the Bonus was earned.

3.3 Benefits

(a) Benefit Plans. During the Employment Term, Employee may participate, on the same basis and subject to the same qualifications as other senior management personnel of the Company, in any benefit plans (including health and medical insurance of Employee, Employee's spouse and Employee's dependents) and policies in effect with respect to senior management personnel of the Company, including any stock option plan.

(b) Reimbursement of Expenses. During the Employment Term, the Company shall pay or promptly reimburse Employee, upon submission of proper invoices in accordance with the Company's normal procedures, for all reasonable out-of-pocket business, entertainment and travel expenses incurred by Employee in the performance of his duties hereunder. Any taxable reimbursement of business or other expenses as specified under this Amended Agreement shall be subject to the following conditions: (1) the expenses eligible for reimbursement in one taxable year shall not affect the expenses eligible for reimbursement in any other taxable year; (2) the reimbursement of an eligible expense shall be made no later than the end of the calendar year after the year in which such expense was incurred; and (3) the right to reimbursement shall not be subject to liquidation or exchange for another benefit.

(c) Medical Expenses. Effective May 1, 2006, the Company shall secure and maintain during the Employment Term, at the expense of the Company, an Executive Medical Reimbursement Contract with First Rehabilitation Life Insurance Company of America, or a plan with another insurer providing substantially similar benefits, covering Employee, Employee's spouse and Employee's dependents (the "Health Plan Contract"). The Company shall pay to Employee a quarterly amount equal to \$55,000 in cash to cover all out-of-pocket medical expenses incurred or accrued by Employee, Employee's spouse and Employee's dependents from and after January 1, 2008. This amount shall be paid to Employee on the first day of each calendar quarter with respect to that calendar quarter. With respect to this amount, the Company shall make corresponding gross-up payments on behalf of Employee on a quarterly basis to the appropriate federal and state taxing authorities (or shall otherwise appropriately withhold and reserve such payments on behalf of Employee so as to provide for the direct payment to the appropriate taxing authorities at the required time). The benefits and payments

set forth in this paragraph shall continue for a period of twelve (12) months following Employee's death or termination of employment by reason of Disability as provided in Section 5.5 hereof, and shall be payable to Employee or Employee's estate, as applicable, on the first day of each calendar quarter with respect to that calendar quarter.

(d) Vacation. During the Employment Term, Employee shall be entitled to up to four (4) weeks of vacation in accordance with the policies of the Company applicable to senior management personnel from time to time.

(e) Withholding. The Company shall be entitled to withhold from amounts payable or benefits accorded to Employee under this Agreement all federal, state and local income, employment and other taxes, as and in such amounts as may be required by applicable law.

Section 4. Employment Term. The term of this Agreement (the "Employment Term") shall end on the close of business on the first anniversary of the date of this Amended Agreement. The Employment Term shall be automatically extended for additional one-year periods (each a "Renewal Period") unless, at least sixty (60) days prior to the end of the expiration of the Employment Term, Employee notifies the Board of Directors or the Board of Directors notifies Employee that the notifying party does not wish to extend such Employment Term. Employee's employment hereunder shall be coterminous with the Employment Term, unless sooner terminated as provided in Section 5.

Section 5. Termination; Severance Benefits.

5.1 Generally. Either the Board of Directors of the Company or Employee may terminate Employee's employment hereunder, for any reason, at any time prior to the expiration of the Employment Term, upon sixty (60) days prior written notice to the other party. Upon termination of Employee's employment hereunder for any reason, Employee shall be deemed simultaneously to have resigned as a member of the Board of Directors of the Company and from any other position or office he may at the time hold with the Company or any of its affiliates.

5.2 Termination by Employee.

(a) No Reason. If, prior to the expiration of the Employment Term, Employee voluntarily resigns from his employment, other than for Good Reason, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than accrued and unpaid Base Salary through and including the effective date of termination of his employment with the Company (the "Accrued Compensation") and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof (provided, however, that Employee shall be entitled to receive any benefits under Section 3.3 hereof to the extent such benefits have accrued through and including the effective date of termination of his employment

with the Company, such amount being payable in a lump sum on the effective date of the termination of Employee's employment with the Company).

(b) Good Reason. If, prior to the expiration of the Employment Term, a condition occurs which constitutes Good Reason and after Employee has complied with the applicable notice period and the Company has failed to remedy such condition, Employee actually resigns (all as described in detail in the definition of "Good Reason" in Section 1), Employee shall be entitled to receive, subject to Section 5.7(b) below, an amount equal to Employee's then current Base Salary, payable over eighteen (18) months in accordance with the Company's customary payroll practices then in effect for its senior management personnel (the "Severance Payment"), plus an amount equal to 1.5 (one and one-half) times the target Bonus for the year in which such termination occurs (such amount being payable in a lump sum on the effective date of the termination of Employee's employment with the Company), plus any of the benefits under Section 3.3 hereof if and to the extent such benefits have accrued through and including such effective date of termination (such accrued benefits being payable in a lump sum on such effective date of the termination). In addition, the vesting of the Options shall accelerate with respect to the twelve (12) month period beginning on the date of Employee's effective date of termination, and Employee shall continue to be covered under or be permitted to participate in or receive the benefits described in paragraphs (a) and (c) of Section 3.3 hereof for the period of time during which the Severance Payment is payable to Employee.

5.3 Termination by the Company.

(a) Without Cause. If, prior to the expiration of the Employment Term, the Company terminates Employee's employment hereunder without Cause or if the Board of Directors of the Company gives written notice pursuant to Section 4 hereof notifying Employee that the Board of Directors does not wish to extend the Employment Term, then Employee shall be entitled to receive the Severance Payment commencing upon the effective date of the termination of Employee's employment with the Company, shall be entitled to receive (in a lump sum on such effective date of termination) benefits under Section 3.3(b) hereof to the extent such benefits have accrued through and including such effective date of termination, shall continue to be covered under or be permitted to participate in or receive the benefits described in paragraphs (a) and (c) of Section 3.3 hereof for the period of time during which the Severance Payment is payable to Employee (any amounts to be paid thereunder to be payable to Employee or Employee's estate, as applicable, on the first day of each calendar quarter with respect to that calendar quarter), and shall be paid (in a lump sum on such effective date of termination) an amount equal to 1.5 (one and one-half) times the target Bonus for the year in which such termination occurs; all such payments under this section shall be made subject to Section 5.7(b) below. In addition, the vesting of the Options shall accelerate with respect to the twelve (12) month period beginning on the date of Employee's effective date of termination..

(b) For Cause. If, prior to the expiration of the Employment Term, the Company terminates Employee's employment hereunder for Cause, Employee shall (i) receive no further Base Salary or Bonus hereunder, other than Accrued Compensation which shall be payable on the effective date of the termination of Employee's employment with the Company and (ii) cease to be covered under or be permitted to participate in or receive any of the benefits described in Section 3.3 hereof; provided, however, that (A) Employee shall be entitled to receive (in a lump sum on such effective date of termination) any benefits under Section 3.3 hereof to the extent such benefits have accrued through and including such effective date of termination, subject to Section 5.7(b) below and (B) if Employee is terminated for Cause hereunder solely as a result of being convicted of a felony, which conviction is ultimately reversed on appeal or pardoned, Employee shall be deemed to have been terminated without Cause as of the date of such termination for Cause.

5.4 Termination in Connection with a Change in Control Event. If, prior to the expiration of the Employment Term, (i) a condition occurs which constitutes Good Reason and after Employee has complied with the applicable notice period and the Company has failed to remedy such condition, Employee actually resigns (all as described in detail in the definition of "Good Reason" in Section 1), (ii) the Company terminates Employee's employment hereunder without Cause, or (iii) if the Board of Directors of the Company gives written notice pursuant to Section 4 hereof notifying Employee that the Board of Directors does not wish to extend the Employment Term, in each case within: (a) three (3) months prior to, or (b) twelve (12) months following, the occurrence of a Change in Control Event, Employee shall be entitled to receive an amount equal to two (2.0) times Employee's then current Base Salary, payable over twenty-four (24) months, commencing upon the effective date of the termination of Employee's employment with the Company, in accordance with the Company's customary payroll practices for its senior management personnel (the "Change in Control Severance Payment"), plus an amount equal to two (2.0) times the target Bonus for the year in which such resignation or termination occurs (such amount being payable in a lump sum on such effective date of termination), plus any of the benefits under Section 3.3 hereof if and to the extent such benefits have accrued through and including such effective date of termination (such accrued benefits being payable in a lump sum on such effective date of the termination). In addition, the Options shall vest in full, any vesting requirements for any restricted stock grants shall lapse and Employee shall continue to be covered under or be permitted to participate in or receive the benefits described in paragraphs (a) and (c) of Section 3.3 hereof for the period of time during which the Change in Control Severance Payment is payable to Employee (any amounts to be paid thereunder to be payable to Employee or Employee's estate, as applicable, on the first day of each calendar quarter with respect to that calendar quarter). All payments made under this section shall be subject to Section 5.7(b) below.

5.5 Termination upon Death or Disability. Employee's employment hereunder shall terminate upon death of Employee. The Company may terminate Employee's employment hereunder in the event Employee is disabled and such disability continues for more than 180 days. "Disability" shall be defined as the inability of Employee to render the services

required of him, with or without a reasonable accommodation, under this Amended Agreement as a result of physical or mental incapacity. In the event of death or termination by the Company due to disability of Employee, the Company shall continue to pay to Employee or Employee's estate, the compensation required under Section 3, for a period of twelve (12) months (any amounts to be paid thereunder to be payable to Employee or Employee's estate, as applicable, on the first day of each calendar quarter with respect to that calendar quarter, except reimbursement of expenses pursuant to Section 3.3(b) which reimbursements shall be payable in accordance with such Section 3.3(b)).

5.6 Release Required. In order to receive the Severance Payment or the Change in Control Severance Payment, and other benefits under Section 5 hereof, including the acceleration of vesting of the Options, Employee must execute and deliver to the Company a release, the form and substance of which are acceptable to the Company. Any amounts otherwise payable on account of the Employee's termination of employment under this Amended Agreement which (i) are conditioned in any part on a release of claims and (ii) would otherwise be paid (assuming the release is given) prior to the last day on which the release could become irrevocable assuming the Employee's latest possible execution and delivery of the release (such last day, the "Release Deadline") shall be paid, if ever, only on the Release Deadline, even if the Employee's release becomes irrevocable before that date. The Company may elect to make such payment prior to the Release Deadline, however, provided that the release is given by the Employee prior to such date, and further provided that if the Release Deadline is more than thirty (30) days following the date on which the Employee has given the release, then payment may be made no earlier than thirty (30) days prior to the Release Deadline.

5.7 Section 409A.

(a) Purpose. This section is intended to help ensure that compensation paid or delivered to the Employee pursuant to this Amended Agreement either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder (collectively, "Section 409A"). However, the Company does not warrant to the Employee that all compensation paid or delivered to him for his services will be exempt from, or paid in compliance with, Section 409A.

(b) Amounts Payable On Account of Termination. For the purposes of determining when amounts otherwise payable on account of the Employee's termination of employment under this Amended Agreement will be paid, which amounts become due because of his termination of employment, "termination of employment" or words of similar import, as used in this Amended Agreement, shall be construed as the date that the Employee first incurs a "separation from service" for purposes of Section 409A on or following termination of employment. Furthermore, if the Employee is a "specified employee" of a public company as determined pursuant to Section 409A as of his termination of employment, any amounts payable on account of his termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following

the Employee's termination (or prior to his death after termination) shall be paid to the Employee in a cash lump-sum on the earlier of (1) the date of his death and (2) the first business day of the seventh calendar month immediately following the month in which his termination occurs.

(c) Interpretative Rules. In applying Section 409A to amounts paid pursuant to this Agreement, any right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

(d) Deferred Compensation Taxes. Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit under this Agreement received or to be received by the Employee (the "Payment") is determined to be subject (in whole or part) to the penalties imposed by Section 409A of the Code (the "Additional Taxes"), then the Employee shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Employee of the Additional Taxes, the Employee retains an amount equal to the Payment net of any applicable taxes and withholdings other than Additional Taxes. All determinations required to be made under this provision, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the Company's accountants or such other certified public accounting firm designated by the Employee and reasonably acceptable to the Company. Any certified public accounting firm chosen by the Employee shall provide detailed supporting calculations both to the Company and the Employee. Any Gross-Up Payment due under this paragraph shall be paid to the Employee no later than December 31 of the calendar year following the calendar year in which the Employee remits the Additional Taxes to the applicable authorities.

Section 6. Federal Excise Tax.

6.1 General Rule. Employee's payments and benefits under this Agreement and all other arrangements or programs related thereto shall not, in the aggregate, exceed the maximum amount that may be paid to Employee without triggering golden parachute penalties under Section 280G of the Code, and the provisions related thereto with respect to such payments. If Employee's benefits must be cut back to avoid triggering such penalties, Employee's benefits will be cut back in the priority order Employee designates or, if Employee fails to promptly designate an order, the priority order designated by the Company. If an amount in excess of the limit set forth in this Section is paid to Employee, Employee must repay the excess amount to the Company upon demand, with interest at the rate provided in Code Section 1274(b)(2)(B). Employee and the Company agree to cooperate with each other reasonably in connection with any administrative or judicial proceedings concerning the existence or amount of golden parachute penalties on payments or benefits Employee receives.

6.2 Exception. Section 6.1 shall apply only if it increases the net amount Employee would realize from payments and benefits subject to Section 6.1, after payment of income and excise taxes by Employee on such payments and benefits.

6.3 Determinations. The determination of whether the golden parachute penalties under Code Section 280G and the provisions related thereto shall be made by counsel chosen by Employee and reasonably acceptable to the Company. All other determinations needed to apply this Section 6 shall be made in good faith by the Company's independent auditors.

Section 7. General.

7.1 Confidentiality and Non-Competition Agreement. Employee and the Company hereby ratify and re-affirm that certain Confidentiality and Non-Competition Agreement dated January 26, 2005 (the "Confidentiality Agreement").

7.2 No Conflict. Employee represents and warrants that he has not entered, nor will he enter, into any other agreements that restrict his ability to fulfill his obligations under this Agreement and the Confidentiality Agreement.

7.3 Governing Law. This Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey, without regard to the conflicts of law rules thereof.

7.4 Binding Effect. This Agreement shall extend to and be binding upon Employee, his legal representatives, heirs and distributees and upon the Company, its successors and assigns regardless of any change in the business structure of the Company.

7.5 Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party.

7.6 Entire Agreement. Except for any stock option or stock award agreements between the parties, this Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No waiver, modification or change of any provision of this Agreement shall be valid unless in writing and signed by both parties.

7.7 Waiver. The waiver of any breach of any duty, term or condition of this Agreement shall not be deemed to constitute a waiver of any preceding or succeeding breach of the same or any other duty, term or condition of this Agreement.

7.8 Severability. If any provision of this Agreement shall be unenforceable in any jurisdiction in accordance with its terms, the provision shall be enforceable to the fullest extent permitted in that jurisdiction and shall continue to be enforceable in accordance with its

terms in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

7.9 Conflicting Agreements. In the event of a conflict between this Agreement and any other agreement between Employee and the Company, the terms and provisions of this Agreement shall control.

7.10 Resolution of Disputes. Any claim or controversy arising out of, or relating to, this Agreement, other than with respect to the Confidentiality Agreement, between Employee and the Company (or any officer, director, employee or agent of the Company), or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. Such arbitration shall be held in New Jersey (or in such other location as the Company may at the time be headquartered). The arbitration shall be conducted before a three-member panel. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment.

If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association and shall be a member of the bar of the State of New Jersey actively engaged in the practice of employment law for at least ten years. The arbitration panel shall apply the substantive laws of the State of New Jersey in connection with the arbitration and the New Jersey Rules of Evidence shall apply to all aspects of the arbitration. The award shall be made within thirty days of the closing of the hearing. Judgment upon the award rendered by the arbitrators(s) may be entered by any Court having jurisdiction thereof.

7.11 Notices. All notices pursuant to this Agreement shall be in writing and shall be sent by prepaid certified mail, return receipt requested or by recognized air courier service addressed as follows:

(i) If to the Company to:

Amicus Therapeutics, Inc.
6 Cedar Brook Drive
Cranbury, New Jersey 08512

(ii) If to Employee to:

John F. Crowley
15 Leonard Court
Princeton, New Jersey 08540

or to such other addresses as may hereinafter be specified by notice in writing by either of the parties, and shall be deemed given three (3) business days after the date so mailed or sent.

7.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

/s/ John F. Crowley
JOHN F. CROWLEY

AMICUS THERAPEUTICS, INC.

By: /s/ Donald J. Hayden, Jr.
Name: Donald J. Hayden, Jr.
Title: Chairman of the Board



EXECUTION COPY
LETTER AGREEMENT

James E. 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 Letter Agreement, dated as of December 30, 2008, 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 and supersedes and replaces all previous agreements related to such 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 to be paid in accordance with the Company's payroll practices;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30th 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, payable on the date of termination; and

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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 either (i) you are terminated without Cause within twelve months of such Change in Control Event or (ii) a condition occurs which constitutes Good Reason within twelve months of such Change in Control Event and after you have complied with the applicable notice period and the Company has failed to remedy such condition, you actually resign (all as described in detail in the definition of "Good Reason" in the following paragraph), then (i) you will be entitled to receive twelve (12) months of salary continuation, to be paid in accordance with the Company's payroll practices, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30th 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, payable on the date of termination or resignation for Good Reason. 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 material diminution in your authorities, duties, or responsibilities, or (ii) a material change in the geographic location at which you must perform services; provided, however, that you must provide the Company with notice of the existence of the Good Reason condition within ninety (90) days of its initial existence after which the Company will have a period of thirty (30) day within which it may remedy the condition and not be required to pay the severance payment; and provided, further, that any Good Reason termination must occur within two (2) years of the initial existence of the Good Reason condition.

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; provided that such payments and benefits will be paid, if ever, only on the date specified as the deadline for signing and delivering the release, (the “Release Deadline”), even if your release becomes irrevocable (i.e., you sign and deliver the release to the Company) before that date. In the event the Release Deadline is more than thirty (30) days and you sign and deliver the release before the Release Deadline, the Company may elect to make such severance payments no earlier than thirty (30) days prior to the Release Deadline.

It is the intention of the parties that compensation paid or delivered to you by the Company either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder (collectively, “Section 409A”). However, the Company does not warrant to you that all compensation paid or delivered to you for your services will be exempt from, or paid in compliance with, Section 409A. Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit under this Agreement received or to be received by you (the “Payment”) is determined to be subject (in whole or part) to the penalties imposed by Section 409A of the Code (the “Additional Taxes”), then you shall be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by you of the Additional Taxes, you retain an amount equal to the Payment net of any applicable taxes and withholdings other than Additional Taxes. All determinations required to be made under this provision, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the Company’s accountants or such other certified public accounting firm designated by you and reasonably acceptable to the Company. Any certified public accounting firm chosen by you shall provide detailed supporting calculations both to the Company and you. Any Gross-Up Payment due under this paragraph shall be paid to you no later than December 31 of the calendar year following the calendar year in which you remit the Additional Taxes to the applicable authorities.

For the purposes of determining when amounts otherwise payable on account of your termination of employment will be paid, which amounts become due because of your termination of employment, “termination of employment” or words of similar import shall be construed as the date that you first incur a “separation from service” for purposes of Section 409A on or following termination of employment. Furthermore, if you are a “specified employee” of a public company as determined pursuant to Section 409A as of your termination of employment, any amounts payable on account of your termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following your termination (or prior to your death after termination) shall be paid to you in a cash lump-sum on the earlier of (1) the date of your death and (2) the first business day of the seventh calendar month immediately following the month in which your termination occurs.

In applying Section 409A to amounts paid pursuant to this letter, any right to a series of installment payments shall be treated as a right to a series of separate payments.

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. 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 or an authorized Committee thereof. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

Amicus Therapeutics, Inc.

/s/ John F. Crowley

By: John F. Crowley

President and Chief Executive Officer

Accepted and Agreed:

By: /s/ James E. Dentzer

James E. Dentzer



EXECUTION COPY
LETTER AGREEMENT

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 Letter Agreement, dated as of December 30, 2008, 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 and supersedes and replaces all previous agreements related to such 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 to be paid in accordance with the Company's payroll practices;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30th 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, payable on the date 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 either (i) you are terminated without Cause within twelve months of such Change in Control Event or (ii) a condition occurs which constitutes Good Reason within twelve months of such Change in Control Event and after you have complied with the applicable notice period and the Company has failed to remedy such condition, you actually resign (all as described in detail in the definition of "Good Reason" in the following paragraph), then (i) you will be entitled to receive twelve (12) months of salary continuation, to be paid in accordance with the Company's payroll practices, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30th 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, payable on the date of termination or resignation for Good Reason. 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 material diminution in your authorities, duties, or responsibilities, or (ii) a material change in the geographic location at which you must perform services; provided, however, that you must provide the Company with notice of the existence of the Good Reason condition within ninety (90) days of its initial existence after which the Company will have a period of thirty (30) day within which it may remedy the condition and not be required to pay the severance payment; and provided, further, that any Good Reason termination must occur within two (2) years of the initial existence of the Good Reason condition.

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; provided that such payments and benefits will be paid, if ever, only on the date specified as the deadline for signing and delivering the release, (the "Release Deadline"), even if your release becomes irrevocable (i.e., you sign and deliver the release to the Company) before that date. In the event the Release Deadline is more than thirty (30) days and you sign and deliver the release before the Release Deadline, the Company may elect to make such severance payments no earlier than thirty (30) days prior to the Release Deadline.

It is the intention of the parties that compensation paid or delivered to you by the Company either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder (collectively, "Section 409A"). However, the Company does not warrant to you that all compensation paid or delivered to you for your services will be exempt from, or paid in compliance with, Section 409A. Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit under this Agreement received or to be received by you (the "Payment") is determined to be subject (in whole or part) to the penalties imposed by Section 409A of the Code (the "Additional Taxes"), then you shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by you of the Additional Taxes, you retain an amount equal to the Payment net of any applicable taxes and withholdings other than Additional Taxes. All determinations required to be made under this provision, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the Company's accountants or such other certified public accounting firm designated by you and reasonably acceptable to the Company. Any certified public accounting firm chosen by you shall provide detailed supporting calculations both to the Company and you. Any Gross-Up Payment due under this paragraph shall be paid to you no later than December 31 of the calendar year following the calendar year in which you remit the Additional Taxes to the applicable authorities.

For the purposes of determining when amounts otherwise payable on account of your termination of employment will be paid, which amounts become due because of your termination of employment, "termination of employment" or words of similar import shall be construed as the date that you first incur a "separation from service" for purposes of Section 409A on or following termination of employment. Furthermore, if you are a "specified employee" of a public company as determined pursuant to Section 409A as of your termination of employment, any amounts payable on account of your termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following your termination (or prior to your death after termination) shall be paid to you in a cash lump-sum on the earlier of (1) the date of your death and (2) the first business day of the seventh calendar month immediately following the month in which your termination occurs.

In applying Section 409A to amounts paid pursuant to this letter, any right to a series of installment payments shall be treated as a right to a series of separate payments.

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. 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 or an authorized Committee thereof. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

Amicus Therapeutics, Inc.

/s/ John F. Crowley

By: John F. Crowley
President and Chief Executive Officer

Accepted and Agreed:

By: /s/ Matthew Patterson
Matthew Patterson



EXECUTION COPY
LETTER AGREEMENT

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 Letter Agreement, dated as of December 30, 2008, 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 and supersedes and replaces all previous agreements related to such 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 to be paid in accordance with the Company's payroll practices;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30th 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, payable on the date 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 either (i) you are terminated without Cause within twelve months of such Change in Control Event or (ii) a condition occurs which constitutes Good Reason within twelve months of such Change in Control Event and after you have complied with the applicable notice period and the Company has failed to remedy such condition, you actually resign (all as described in detail in the definition of "Good Reason" in the following paragraph), then (i) you will be entitled to receive twelve (12) months of salary continuation, to be paid in accordance with the Company's payroll practices, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30th 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, payable on the date of termination or resignation for Good Reason. 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 material diminution in your authorities, duties, or responsibilities, or (ii) a material change in the geographic location at which you must perform services; provided, however, that you must provide the Company with notice of the existence of the Good Reason condition within ninety (90) days of its initial existence after which the Company will have a period of thirty (30) day within which it may remedy the condition and not be required to pay the severance payment; and provided, further, that any Good Reason termination must occur within two (2) years of the initial existence of the Good Reason condition.

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; provided that such payments and benefits will be paid, if ever, only on the date specified as the deadline for signing and delivering the release, (the “Release Deadline”), even if your release becomes irrevocable (i.e., you sign and deliver the release to the Company) before that date. In the event the Release Deadline is more than thirty (30) days and you sign and deliver the release before the Release Deadline, the Company may elect to make such severance payments no earlier than thirty (30) days prior to the Release Deadline.

It is the intention of the parties that compensation paid or delivered to you by the Company either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder (collectively, “Section 409A”). However, the Company does not warrant to you that all compensation paid or delivered to you for your services will be exempt from, or paid in compliance with, Section 409A. Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit under this Agreement received or to be received by you (the “Payment”) is determined to be subject (in whole or part) to the penalties imposed by Section 409A of the Code (the “Additional Taxes”), then you shall be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by you of the Additional Taxes, you retain an amount equal to the Payment net of any applicable taxes and withholdings other than Additional Taxes. All determinations required to be made under this provision, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the Company’s accountants or such other certified public accounting firm designated by you and reasonably acceptable to the Company. Any certified public accounting firm chosen by you shall provide detailed supporting calculations both to the Company and you. Any Gross-Up Payment due under this paragraph shall be paid to you no later than December 31 of the calendar year following the calendar year in which you remit the Additional Taxes to the applicable authorities.

For the purposes of determining when amounts otherwise payable on account of your termination of employment will be paid, which amounts become due because of your termination of employment, “termination of employment” or words of similar import shall be construed as the date that you first incur a “separation from service” for purposes of Section 409A on or following termination of employment. Furthermore, if you are a “specified employee” of a public company as determined pursuant to Section 409A as of your termination of employment, any amounts payable on account of your termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following your termination (or prior to your death after termination) shall be paid to you in a cash lump-sum on the earlier of (1) the date of your death and (2) the first business day of the seventh calendar month immediately following the month in which your termination occurs.

In applying Section 409A to amounts paid pursuant to this letter, any right to a series of installment payments shall be treated as a right to a series of separate payments.

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. 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 or an authorized Committee thereof. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

Amicus Therapeutics, Inc.

/s/ John F. Crowley

By: John F. Crowley
President and Chief Executive Officer

Accepted and Agreed:

By: /s/ David Lockhart
David Lockhart



EXECUTION COPY
LETTER AGREEMENT

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 Letter Agreement, dated as of December 30, 2008, 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 and supersedes and replaces all previous agreements related to such payments. 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 to be paid in accordance with the Company's payroll practices;
2. an additional six (6) months of option vesting;
3. in the event that your termination occurs after June 30th 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, payable on the date of termination; and

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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 either (i) you are terminated without Cause within twelve months of such Change in Control Event or (ii) a condition occurs which constitutes Good Reason within twelve months of such Change in Control Event and after you have complied with the applicable notice period and the Company has failed to remedy such condition, you actually resign (all as described in detail in the definition of "Good Reason" in the following paragraph), then (i) you will be entitled to receive twelve (12) months of salary continuation, to be paid in accordance with the Company's payroll practices, plus, in the event that the resignation for Good Reason or termination without Cause following a change in control event occurs after June 30th 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, payable on the date of termination or resignation for Good Reason. 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 material diminution in your authorities, duties, or responsibilities, or (ii) a material change in the geographic location at which you must perform services; provided, however, that you must provide the Company with notice of the existence of the Good Reason condition within ninety (90) days of its initial existence after which the Company will have a period of thirty (30) day within which it may remedy the condition and not be required to pay the severance payment; and provided, further, that any Good Reason termination must occur within two (2) years of the initial existence of the Good Reason condition.

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; provided that such payments and benefits will be paid, if ever, only on the date specified as the deadline for signing and delivering the release, (the “Release Deadline”), even if your release becomes irrevocable (i.e., you sign and deliver the release to the Company) before that date. In the event the Release Deadline is more than thirty (30) days and you sign and deliver the release before the Release Deadline, the Company may elect to make such severance payments no earlier than thirty (30) days prior to the Release Deadline.

It is the intention of the parties that compensation paid or delivered to you by the Company either is paid in compliance with, or is exempt from, Section 409A of the Internal Revenue Code of 1986, as amended and the rules and regulations promulgated thereunder (collectively, “Section 409A”). However, the Company does not warrant to you that all compensation paid or delivered to you for your services will be exempt from, or paid in compliance with, Section 409A. Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit under this Agreement received or to be received by you (the “Payment”) is determined to be subject (in whole or part) to the penalties imposed by Section 409A of the Code (the “Additional Taxes”), then you shall be entitled to receive an additional payment (a “Gross-Up Payment”) in an amount such that after payment by you of the Additional Taxes, you retain an amount equal to the Payment net of any applicable taxes and withholdings other than Additional Taxes. All determinations required to be made under this provision, including whether and when a Gross-Up Payment is required, the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the Company’s accountants or such other certified public accounting firm designated by you and reasonably acceptable to the Company. Any certified public accounting firm chosen by you shall provide detailed supporting calculations both to the Company and you. Any Gross-Up Payment due under this paragraph shall be paid to you no later than December 31 of the calendar year following the calendar year in which you remit the Additional Taxes to the applicable authorities.

For the purposes of determining when amounts otherwise payable on account of your termination of employment will be paid, which amounts become due because of your termination of employment, “termination of employment” or words of similar import shall be construed as the date that you first incur a “separation from service” for purposes of Section 409A on or following termination of employment. Furthermore, if you are a “specified employee” of a public company as determined pursuant to Section 409A as of your termination of employment, any amounts payable on account of your termination of employment which constitute deferred compensation within the meaning of Section 409A and which are otherwise payable during the first six months following your termination (or prior to your death after termination) shall be paid to you in a cash lump-sum on the earlier of (1) the date of your death and (2) the first business day of the seventh calendar month immediately following the month in which your termination occurs.

In applying Section 409A to amounts paid pursuant to this letter, any right to a series of installment payments shall be treated as a right to a series of separate payments.

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. 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 or an authorized Committee thereof. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

[Signature Page Follows]

Amicus Therapeutics, Inc.

/s/ John F. Crowley

By: John F. Crowley
President and Chief Executive Officer

Accepted and Agreed:

By: /s/ Gregory Licholai
Gregory Licholai