
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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): April 18, 2011

AMICUS THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-33497

(Commission File Number)

71-0869350

(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:

- 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))
-

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

On April 18, 2011, John F. Crowley resigned as Chairman and Chief Executive Officer of Amicus Therapeutics, Inc. (the "Company"), and was appointed by the Board of Directors (the "Board") as Executive Chairman of the Company. The Board simultaneously appointed Matthew R. Patterson as Acting Chief Executive Officer and Principal Executive Officer of the Company, in addition to his duties as President of the Company. The Board intends to shortly initiate a search for a permanent Chief Executive Officer and will include Mr. Patterson as a candidate for the position. A copy of the press release announcing Mr. Crowley's transition to Executive Chairman and Mr. Patterson's appointment to Acting Chief Executive Officer is attached hereto as Exhibit 99.1.

Crowley Employment Agreement

In connection with Mr. Crowley's appointment to the position of Executive Chairman, the Company and Mr. Crowley entered into a new employment agreement dated April 18, 2011 (the "Crowley Employment Agreement"). The Crowley Employment Agreement replaced Mr. Crowley's prior employment agreement with the Company. The Crowley Employment Agreement provides that Mr. Crowley's employment as Executive Chairman will terminate on September 30, 2011, but may be extended up to an additional three months upon the mutual agreement of Mr. Crowley and the Company. Mr. Crowley will perform all the duties of Chairman of the Board and such other executive officer duties as the Board may assign him from time to time at its sole discretion, and will provide at least 20 hours of service per week to the Company. Upon the conclusion of his employment as Executive Chairman, Mr. Crowley will no longer serve as a member of the Board.

In his new role as Executive Chairman, Mr. Crowley's annual base salary was reduced by 50 percent to \$272,500 and he became ineligible to participate in the Company's annual cash incentive bonus plan. During his employment as Executive Chairman, Mr. Crowley will continue to participate in the Company's insured group health plan, subject to the same qualifications as other senior management of the Company, and the Company will continue to make monthly payments of \$150,000 to Mr. Crowley to help defray the substantial medical expenses (the "Monthly Medical Payments") incurred by Mr. Crowley and his family that are not covered by the group health plan. The Monthly Medical Payments were provided to Mr. Crowley under the previous version of his employment agreement. As in the previous employment agreement, the Crowley Employment Agreement provides that if the medical expenses actually incurred by Mr. Crowley and his family during 2011 are less than the total Monthly Medical Payments paid by the Company during the year (less expected taxes), Mr. Crowley will pay the Company the difference. The Company will cease making the Monthly Medical Payments upon Mr. Crowley's termination of employment as Executive Chairman unless he is terminated by the Company without cause, as described below. The Crowley Employment Agreement further provides that any of Mr. Crowley's stock options that are outstanding and vested as of the date his service as Executive Chairman terminates will remain exercisable for a scheduled period, with 100% remaining exercisable until September 30, 2012, approximately 70% remaining exercisable until December 31, 2012, and approximately 36% remaining exercisable until March 31, 2013.

If, prior to the expiration of the Crowley Employment Agreement, Mr. Crowley is terminated by the Company without cause, he has the right to receive (i) continued payment of his monthly base salary for nine months, (ii) continuation of health care coverage under COBRA with premiums to be paid by the Company for nine months, and (iii) continuation of the Monthly Medical Payments for nine months. Further, the vesting of all stock options then held by Mr. Crowley shall accelerate by nine months. In addition, if the Company or its successor terminates Mr. Crowley without cause following a change in control of the Company, or if the Company terminates him without cause and a change of control occurs within three months after such termination, then Mr. Crowley has the right to receive continued payment of his monthly base salary for eighteen months. In addition, Mr. Crowley would then be entitled to continuation of health care coverage under COBRA with premiums to be paid by the Company for eighteen months and continuation of the Monthly Medical Payments for eighteen months. Further, the vesting of all remaining unvested stock options then held by him would accelerate in full.

A copy of the Crowley Employment Agreement is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Patterson Letter Agreement

Upon his appointment to the position of Acting Chief Executive Officer, the Company and Mr. Patterson entered into a revised severance and change in control agreement dated April 18, 2011 (the "Patterson Letter Agreement"). Under the Patterson Letter Agreement, if Mr. Patterson is terminated without cause or resigns for good reason, he will receive (i) continued payment of his monthly base salary then in effect for twelve months, (ii) an amount equal to any bonus paid to Mr. Patterson in the previous year pro-rated for the number of months actually worked in the year of termination, and only if termination occurs after June 30 of the calendar year, (iii) the vesting of all options then held by Mr. Patterson shall accelerate by twelve months, (iv) continuation of health care coverage under COBRA with premiums to be paid by the Company for twelve months, and (v) any otherwise unvested restricted stock will fully vest. "Good reason" is defined under the Patterson Letter Agreement to include the appointment of a person other than Mr. Patterson to the permanent Chief Executive Officer position.

In addition, if the Company or its successor terminates Mr. Patterson without cause within twelve months following a change in control of the Company, or good reason for Mr. Patterson's resignation arises within twelve months following a change in control and, following a specified notice period, he thereafter resigns, then in lieu of the above-described severance benefits, he will receive (i) continued payment of his monthly base salary then in effect for eighteen months, (ii) an amount equal to any bonus paid to Mr. Patterson in the previous year pro-rated for the number of months actually worked in the year of termination, and only if termination occurs after June 30 of the calendar year, (iii) any outstanding unvested stock options held by Mr. Patterson will fully vest, (iv) continuation of health care coverage under COBRA with premiums to be paid by the Company for a period of eighteen months, and (v) any otherwise unvested restricted stock will fully vest.

A copy of the Patterson Letter Agreement is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Patterson Restricted Stock Award

In connection with his appointment to the position of Acting Chief Executive Officer, on April 18, 2011, the Company granted Mr. Patterson 50,000 shares of restricted stock under its Amended and Restated 2007 Equity Incentive Plan. The Company made this grant to provide Mr. Patterson with an additional incentive to continue in service with the Company through its leadership transition and until the Company announces preliminary results of its phase 3 study evaluating the Company's lead drug product candidate for the treatment of Fabry disease, Amigal ("Study 011"). The Compensation Committee of the Board therefore determined that the restricted stock should vest in full upon the earliest of (i) eighteen months after the grant date, or October 18, 2012, (ii) two business days following the announcement of preliminary results from Study 011, or (iii) the date on which Mr. Patterson's employment with the Company ceases due to a termination by the Company without cause or a resignation by Mr. Patterson for good reason. "Good reason" is defined pursuant to the Patterson Letter Agreement and therefore includes the appointment of a person other than Mr. Patterson to the permanent Chief Executive Officer position.

A copy of the Restricted Stock Agreement evidencing the above-described award is attached hereto as Exhibit 10.3 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits: The Exhibit Index annexed hereto is incorporated herein by reference.

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: April 18, 2011

By: /s/ GEOFFREY P. GILMORE
Name: Geoffrey P. Gilmore
Title: Senior Vice President and General Counsel

EXHIBIT INDEX

Exhibit No.	Description
10.1	Employment Agreement dated April 18, 2011 between Amicus Therapeutics, Inc. and John F. Crowley
10.2	Letter Agreement dated April 18, 2011 between Amicus Therapeutics, Inc. and Matthew R. Patterson
10.3	Restricted Stock Award Agreement dated April 18, 2011 between Amicus Therapeutics, Inc. and Matthew R. Patterson
99.1	Press release dated April 18, 2011

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”), dated April 18, 2011, 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, the Employee presently serves as the Chairman and Chief Executive Officer of the Company; and

WHEREAS, following the execution of this Agreement, the Employee will cease to serve as the Company’s Chief Executive Officer, but will remain employed by the Company as its Executive Chairman 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; (iii) 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. For avoidance of doubt, a termination of Employee’s employment hereunder due to an expiration of the Employment Term (as defined below) or due to Employee’s Disability (as defined below) will not constitute a termination without Cause.

“**Change in Control Event**” means any of the following (i) any person or entity (except for a current stockholder who was a stockholder prior to the Company’s initial public offering) 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.

Section 2. Employment.

Subject to the terms and conditions of this Agreement, Employee is hereby employed by the Company to serve as its Executive Chairman. Employee accepts such employment, and agrees to discharge all of the duties normally associated with such position, including, without limitation, key executive mentoring and leadership, participation in business strategy sessions and advice regarding day-to-day management and maintenance of key outside business and other relationships; 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 reasonably assigned to him by the Board of Directors of the Company and to devote at least twenty (20) hours a week and the skill and attention necessary to carry out such duties and 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 Agreement. At all times during which Employee remains Executive Chairman 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 \$272,500 pursuant to the terms hereof (the "Base Salary"). 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 not be eligible to participate in the Company's bonus programs in effect with respect to senior management personnel.

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 the Company's insured group health plans.

(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 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) Special Medical Expense Allowance. During the Employment Term, the Company will pay to Employee a special bonus of \$150,000 per month. This amount is intended to help defray the substantial out-of-pocket medical expenses expected to be incurred by Employee, Employee's spouse and Employee's dependents from and after January 1, 2011 ("Medical Expenses"). This amount shall be paid to Employee on the first day of each calendar month with respect to that calendar month and will be subject to tax withholding when paid. Within fifteen (15) days after the end of each calendar quarter, the Employee shall submit receipts evidencing the Medical Expenses incurred during that calendar quarter to an auditing firm to be selected by the Company in its sole discretion (the "Auditors"). The Auditors shall review such receipts to determine whether the Medical Expenses meet the definition of "medical expenses" pursuant to the then applicable U.S. Treasury regulations ("Allowable Expenses") and provide the Company and Employee with a report detailing its conclusions (the "Auditors' Report") within forty-five (45) days of the end of such quarter. The Auditors' shall provide the Company and the Employee with an Auditors' Report relating to the previously-ended calendar year ("Year-End Auditors' Report") by March 1, which report will detail the Allowable Expenses for that year. All reports of the Auditors shall be delivered to the Chairman of the Company's Audit Committee of the Board of Directors and the Company's Chief Accounting Officer. If the Allowable Expenses for the year are less than the amounts paid by the Company to Employee for that year under this paragraph (net of taxes paid in respect of such amounts, which for this purpose will be deemed to equal [46%] of such amounts), then Employee will reimburse such difference to the Company within thirty (30) days following the date of the Year End Auditors' Report.

(d) Vacation. During the Employment Term, Employee shall be entitled to paid vacation days in such number as is reasonable and customary for the position of Executive Chairman.

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

3.4 Extension of Post-Termination Option Exercise Period. Each stock option that is identified on the attached Schedule A and that is outstanding at the time of any cessation of Employee's service to the Company (other than a termination by the Company for Cause) will, to the extent exercisable at the time of such cessation (determined after giving effect to any acceleration of vesting under Section 5.3 or 5.4 or otherwise), remain outstanding and exercisable until the applicable expiration date specified on that Schedule A. Notwithstanding the foregoing, this paragraph will not (x) cause any stock option to remain outstanding beyond the end of its original term, or (y) prevent the Company from causing the earlier termination, assumption, substitution or cashout of any stock option in accordance with the terms of such award, or of the plan under which such award was granted, solely with respect to the treatment thereof in a change in control of the Company or similar corporate event or transaction. For avoidance of doubt, to the extent not exercisable at the time of any cessation of Employee's service to the Company (determined after giving effect to any acceleration of vesting under Section 5.3 or 5.4 or otherwise), each of Employee's options to acquire stock of the Company will then automatically terminate. This paragraph constitutes an amendment to the terms of each stock option identified on the attached Schedule A.

Section 4. Employment Term. The term of this Agreement (the "Employment Term") shall begin upon its execution and end on the close of business on September 30, 2011. The Employment Term may be extended for up to an additional three month period upon the mutual written consent of the parties prior to the expiration of the 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 three (3) days prior written notice to the other party. Upon termination of Employee's employment hereunder for any reason, including without limitation expiration of the Employment Term, 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. In addition, upon termination of Employee's employment hereunder for any reason, including without limitation expiration of the Employment Term, the Company shall (i) reimburse the Employee for any expenses properly incurred under Section 3.3 (b) and which have not previously been reimbursed as of the effective date of the termination, and (ii) pay Employee for any accrued, but unused, vacation time as of the effective date of the termination. The payments by the Company relating to (i) and (ii) above shall be payable in a lump sum on the effective date of the termination of Employee's employment with the Company.

5.2 Termination by Employee.

If, prior to the expiration of the Employment Term, Employee voluntarily resigns from his employment, Employee shall (i) receive no further Base Salary 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.

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 then Employee shall be entitled to receive (i) continued payment of Employee's then current Base Salary in accordance with the Company's customary payroll practices then in effect for its senior management personnel, and (ii) continued payment of the special medical expense allowance described in Section 3.3(c), in each case for a period of nine (9) months commencing upon the effective date of the termination of Employee's employment with the Company, subject to Sections 5.6 and 5.7(b). In addition, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for the benefits provided under Section 3.3(a) hereof for a period of nine (9) months. In addition, the vesting of stock options held by Employee immediately prior to such termination shall accelerate such that the portion of those options that was otherwise scheduled to vest during the nine month period immediately following such termination (had Employee remained employed with the Company for that period) will become vested as of the date of such 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 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 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.

(a) If, prior to the expiration of the Employment Term, the Company terminates Employee's employment hereunder without Cause and a Change in Control Event occurs within three months following that termination, the period of salary and special medical expense allowance continuation and COBRA premium subsidiary described above in Section 5.3(a) will be extended from nine (9) to 18 months.

(b) Similarly, if prior to the expiration of the Employment Term, a Change in Control Event occurs and the Company thereafter terminates Employee's employment hereunder without Cause, then in lieu of any benefits under Section 5.3(a) hereof, Employee shall be entitled to receive (i) continued payment of Employee's then current Base Salary in accordance with the Company's customary payroll practices for its senior management personnel, and (ii) continued payment of the special medical expense allowance described in Section 3.3(c), in each case for a period of eighteen (18) months commencing upon the effective date of the termination of Employee's employment with the Company, subject to Sections 5.6 and 5.7(b). In addition, if Employee elects COBRA continuation of his insured group health benefits, the Company will contribute an amount toward the monthly cost of such coverage equal to the Company's share of the monthly premiums (at the time of termination) for the benefits provided under Section 3.3(a) hereof for a period of 18 months. In addition, any stock options held by Employee immediately prior to such termination shall then vest in full.

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. "Disability" shall be defined as the inability of Employee to render the services required of him, with or without a reasonable accommodation, under this Agreement as a result of physical or mental incapacity. In the event of any such termination, Employee shall (i) receive no further Base Salary hereunder, other than 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.

5.6 Release Required. As a condition precedent to the receipt of any right, payment or benefit under Sections 3.4, 5.3(a) and/or 5.4, Employee must execute and deliver to the Company a release, the form and substance of which are acceptable to the Company, and such release must become irrevocable, within 45 days following the effective date of termination of Employee's employment. Any right, payment or benefit under Section 5.3(a) or 5.4 that would otherwise be paid before such release becomes irrevocable will instead be delayed and paid to Employee in a lump sum within 15 days after such release becomes irrevocable (and the remaining payments will be made as otherwise scheduled in the ordinary course). Notwithstanding the foregoing, if the 60 day period immediately following the effective date of termination of Employee's employment overlaps two calendar years, then any such right, payment or benefit that would otherwise be paid before the later of (i) the date such release becomes irrevocable, or (ii) the last day of the year in which such termination occurs (such later date, the "Applicable Date") will instead be delayed and paid to Employee in a lump sum on the first regularly scheduled payroll date following the Applicable Date (and the remaining payments will be made as otherwise scheduled in the ordinary course). If the release has not become irrevocable within 45 days following the effective date of the termination of Employee's employment, Employee will forfeit any right, payment or benefit otherwise due under Sections 3.4, 5.3(a) and/or 5.4.

5.7 Section 409A.

(a) Purpose. This section is intended to help ensure that compensation paid or delivered to the Employee pursuant to this 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 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 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, to the extent necessary to avoid the imposition of additional taxes under Section 409A, 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 (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.

5.8 No Reduction of COBRA Rights. For avoidance of doubt, the Company's payment under Section 5.3 or 5.4 of applicable premiums for COBRA continuation coverage for Employee and/or his eligible dependents will not limit or reduce the otherwise applicable duration of such COBRA continuation coverage. For example, if Employee is eligible for 29 months of continuation coverage under COBRA and the Company, in accordance with Section 5.4, pays the applicable premiums for the first 18 months of such coverage, Employee will remain eligible for the remaining 11 months of continuation coverage to the extent provided by applicable law and will be responsible for paying the applicable premiums for such remaining period of coverage.

5.9 Securities Law Restrictions. Upon Employee's complete cessation of service with the Company, Employee will cease to be subject to the Company's Insider Trading Policy (the "Insider Trading Policy"). However, even after Employee ceases to be subject to the Insider Trading Policy, Employee's ability to transfer Company securities will remain subject to various legal requirements and restrictions. For example, under current SEC rules, the volume limitations of Rule 144 continue for three months after a person ceases to be an "affiliate" (as therein defined). In addition, federal securities laws will continue to prohibit Employee from trading Company securities whenever in possession of material non-public information. Therefore, while Employee will no longer be required to pre-clear transactions in Company securities with the Company after he ceases to be subject to the Insider Trading Policy, Employee should consult his lawyer before transferring any Company securities.

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 order that maximizes Employee's net after-tax economic position, as reasonably determined 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 Tax Compliance. If reasonably requested in writing, Employee agrees within fifteen business days to provide the Company with an executed IRS Form 4669 (Statement of Payments Received) with respect to any taxable amount paid to Employee by the Company.

7.7 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. For avoidance of doubt, this Agreement supersedes in all respects the 2010 Amended and Restated Employment Agreement between the parties dated December 17, 2010.

7.8 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.

7.9 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.

7.10 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 arbitrator(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

(iii) With required copies to:

James J. Marino
Dechert LLP
902 Carnegie Center
Suite 500
Princeton, New Jersey 08540-6531
Fax No.: (609) 955 3259

And

Stephen W. Skonieczny
Dechert LLP
1095 Avenue of the Americas
New York, New York 10036
Fax No.: (212) 698 3599

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 on 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: Lead Independent Director

Schedule A

Post-Termination Option Exercise Period

1. Options Expiring on September 30, 2012

Grant Date	Exercise Price (\$)	Options Outstanding
8/17/2004	0.6375	16,491
1/6/2005	0.6375	49,931
6/15/2010	2.81	48,100
6/15/2010	2.81	6,900
11/16/2009	4.16	136,721
11/16/2009	4.16	13,279
10/20/2005	5.325	60,029
10/20/2005	5.325	28,971
	Total Options Expiring	360,422

2. Options Expiring on December 31, 2012

Grant Date	Exercise Price (\$)	Options Outstanding
2/28/2006	5.325	268,322
2/28/2006	5.325	11,678
1/19/2011	5.96	103,975
1/19/2011	5.96	16,025
	Total Options Expiring	400,000

3. Options Expiring on March 31, 2013

Grant Date	Exercise Price (\$)	Options Outstanding
4/25/2007	13.425	189,736
4.25.2007	13.425	10,264
2/5/2008	10.21	119,785
2/5/2008	10.21	5,215
2/3/2009	10.36	94,665
2/3/2009	10.36	8,835
	Total Options Expiring	428,490



LETTER AGREEMENT

Matthew R. Patterson

Re: Severance and Change in Control Agreements

Dear Matt:

On behalf of Amicus Therapeutics, Inc., (the "Company"), this Letter Agreement, dated as of April 18, 2011, shall serve to confirm our agreement regarding your eligibility for severance benefits in the event of a cessation of your employment in certain circumstances. 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, supersede and replace all previous agreements related to such payments (including, without limitation, letter agreements between you and the Company dated November 9, 2004, November 9, 2007 and December 31, 2008) and are in lieu of, not in addition to, rights under any other severance or change in control plan or arrangement maintained by the Company or its affiliates.

Severance Pay

In the event that your employment is terminated by the Company without "Cause," or you resign for "Good Reason" as defined below, you will be eligible to receive the following:

1. twelve (12) months salary continuation to be paid in accordance with the Company's payroll practices;
 2. an additional twelve (12) months of stock 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 your termination or resignation for Good Reason, payable on the date of termination or resignation;
-

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; and
5. restricted stock granted to you pursuant to a Restricted Stock Award Agreement between you and the Company shall fully vest.

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 Chairman of the Board of Directors of the Company (the "Chairman"); provided that Chairman 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. For avoidance of doubt, a cessation of your employment due to your death or a condition entitling you to disability benefits under the Social Security Act or under any Company funded disability plan, program or policy will not constitute a "termination without Cause."

"Good Reason" for purposes of this section means a material diminution in your authorities, duties, or responsibilities; 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. For avoidance of doubt, the appointment of a person other than you as a permanent replacement to the office of Chief Executive Officer of the Company shall constitute "Good Reason" for purposes of this Agreement.

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, then:

1. you will be entitled to receive eighteen (18) months of salary continuation, to be paid in accordance with the Company's payroll practices;
2. in the event that termination without Cause or the resignation for Good Reason 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 termination or resignation for Good Reason, payable on the date of termination or resignation;

3. you will be entitled to continuation of your health benefit coverage under COBRA, premiums to be paid by the Company, for a period of eighteen (18) months, which shall commence on the date of resignation or termination and run concurrently with the period of salary continuation;
4. all otherwise unvested stock options will become fully vested; and
5. All otherwise unvested restricted stock granted to you pursuant to a restricted stock award agreement between you and the Company shall fully vest.

“Change in Control Event” means any of the following: (i) any person or entity (except for a current stockholder who was a stockholder prior to the Company’s initial public offering) 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” for purposes of this section 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.

General

Your right to receive any payment or benefit pursuant to this letter agreement shall be subject to the condition that, within 45 days following your termination of employment, you execute and deliver to the Company a full release and waiver of all claims against the Company and related parties, in a form acceptable to the Company. Any payment or benefit that would otherwise be paid or provided during the 60 day period following your termination of employment will instead be delayed and will be paid or provided on the 60th day following such termination, provided the above-described release has by then become irrevocable. If the release has not by then become irrevocable, you will forfeit all payments and benefits otherwise due hereunder.

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. 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, to the extent necessary to avoid the imposition of additional taxes under Section 409A, 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 Chairman.

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 Chairman 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.

By: /s/ John F. Crowley
John F. Crowley
Executive Chairman

Accepted and Agreed:

By: /s/ Matthew R. Patterson
Matthew R. Patterson

**RESTRICTED STOCK AWARD AGREEMENT
UNDER THE
AMENDED AND RESTATED 2007 EQUITY INCENTIVE PLAN**

THIS RESTRICTED STOCK AWARD AGREEMENT (this "Agreement") is made by and between Amicus Therapeutics, Inc. (the "Company") and Matthew R. Patterson (the "Participant") as of this 18th day of April, 2011 (the "Effective Date").

WHEREAS, the Company maintains the Amended and Restated 2007 Equity Incentive Plan (the "Plan") for the benefit of its employees, directors and consultants; and

WHEREAS, the Plan permits the grant of Restricted Stock; and

WHEREAS, in order to compensate the Participant for his service to the Company including his increased responsibilities as Interim Chief Executive Officer, and to further align the Participant's financial interests with those of the Company's stockholders, the Board approved this Award of Restricted Stock subject to the restrictions and on the terms and conditions contained in the Plan and this Agreement.

NOW, THEREFORE, in consideration of these premises and the agreements set forth herein, the parties, intending to be legally bound hereby, agree as follows:

1. Award of Restricted Shares. The Company hereby awards the Participant fifty thousand (50,000) shares of Restricted Stock, subject to the restrictions and on the terms and conditions set forth in this Agreement (the "Restricted Shares"). The terms of the Plan are hereby incorporated into this Agreement by this reference, as though fully set forth herein. Except as otherwise provided herein, capitalized terms herein will have the same meaning as defined in the Plan.

2. Vesting of Restricted Shares. The Restricted Shares are subject to forfeiture to the Company until they become vested in accordance with this Section 2. While subject to forfeiture, the Restricted Shares may not be sold, pledged, assigned, otherwise encumbered or transferred in any manner, whether voluntarily or involuntarily by the operation of law.

(a) Provided the Participant remains in continuous service with the Company through the applicable vesting date, the Restricted Shares will become fully vested upon the earliest of: (i) October 18, 2012, (ii) two business days following the announcement of preliminary results from the Company's ongoing Phase 3 study of Amigal in Fabry disease (AT1001-011), or (iii) subject to Section 2(b), the date on which the Participant's employment with the Company ceases due to a termination by the Company without "Cause" or a resignation by the Participant with "Good Reason." For purposes of this Agreement, "Cause" and "Good Reason" will have the meanings defined in that certain letter agreement between the Participant and the Company dated April 18, 2011 (the "Severance Agreement").

(b) Vesting of the Restricted Shares pursuant to Section 2(a)(iii) is subject to the Participant's compliance with the release requirements described in the Severance Agreement. Accordingly, for purposes of applying Section 3 to that case, the Restricted Shares will be not be deemed vested until those release requirements are satisfied in full. If the Participant fails to satisfy those release requirements in full (e.g., does not timely execute and deliver the requisite release, revokes the release, etc.), the Restricted Shares will be automatically and immediately forfeited and the Participant will have no further rights with respect to those shares.

(c) Upon cessation of the Participant's employment for any reason other than a termination without Cause or a resignation with Good Reason, any Restricted Shares which then remain forfeitable will immediately and automatically, without any action on the part of the Company, be forfeited, and the Participant will have no further rights with respect to those shares.

3. Issuance of Shares.

(a) The Company will cause the Restricted Shares to be issued in the Participant's name by issuance of a stock certificate or certificates.

(b) While the Restricted Shares remain forfeitable, the Company will cause an appropriate stop-transfer order to be issued and to remain in effect with respect to the Restricted Shares. As soon as practicable following the time that the Restricted Shares become vested (and provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such share), the Company will cause that stop-transfer order to be removed. The Company may also condition delivery of certificates for Restricted Shares upon receipt from the Participant of any undertakings that it may determine are appropriate to facilitate compliance with federal and state securities laws.

(c) The certificate issued in respect of the Restricted Shares will be legended and held in escrow by the Company's secretary or his or her designee. In addition, the Participant may be required to execute and deliver to the Company a stock power with respect to those Restricted Shares. At such time as those Restricted Shares become vested, the Company will cause a new certificate to be issued without that portion of the legend referencing the previously applicable forfeiture conditions and will cause that new certificate to be delivered to the Participant (again, provided that appropriate arrangements have been made with the Company for the withholding or payment of any taxes that may be due with respect to such shares).

4. Substitute Property. If, while any of the Restricted Shares remain subject to forfeiture, there occurs a merger, reclassification, recapitalization, stock split, stock dividend or other similar event or transaction resulting in new, substituted or additional securities being issued or delivered to the Participant by reason of the Participant's ownership of the Restricted Shares, such securities will constitute "Restricted Shares" for all purposes of this Agreement and any certificate issued to evidence such securities will immediately be deposited with the secretary of the Company (or his or her designee) and subject to the escrow described in Section 3, above.

5. Rights of Participant During Restricted Period. The Participant will have the right to vote the Restricted Shares and to receive dividends and distributions with respect to the Restricted Shares; *provided, however*, that any cash dividends or distributions paid in respect of the Restricted Shares while those shares remain subject to forfeiture will be placed in escrow with the secretary of the Company (or his or her designee) and will be delivered to the Participant (without interest) only if and when the Restricted Shares giving rise to such dividends or distributions become vested.

6. Securities Laws. The Board may from time to time impose any conditions on the Restricted Shares as it deems necessary or advisable to ensure that the Restricted Shares are issued and sold in compliance with the requirements of any stock exchange or quotation system upon which the shares are then listed or quoted, the Securities Act of 1933 and all other applicable laws.

7. Tax Consequences.

(a) The Participant acknowledges that the Company has not advised the Participant regarding the Participant's income tax liability in connection with the grant or vesting of the Restricted Shares. The Participant has had the opportunity to review with his or her own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

(b) If the Participant makes an election under Section 83(b) of the Code with respect to the grant of the Restricted Shares, the Participant agrees to notify the Company in writing on the day of such election. The amount includible in the Participant's income as a result of that election will be subject to tax withholding. The Participant will be required to remit to the Company in cash, or make other arrangements reasonably satisfactory to the Company for the satisfaction of such tax withholding amount; failure to do so within three business days of making the Section 83(b) election will result in forfeiture of all the Restricted Shares.

8. The Plan. This Restricted Stock Award is subject to, and the Participant agrees to be bound by, all of the terms and conditions of the Plan, a copy of which has been provided to the Participant. Pursuant to the Plan, the Committee is authorized to adopt rules and regulations not inconsistent with the Plan as it shall deem appropriate and proper. All questions of interpretation and application of the Plan shall be determined by the Committee and any such determination shall be final, binding and conclusive.

9. Consent to Electronic Delivery. The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Agreement, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

10. Entire Agreement. This Agreement, together with the Plan, represents the entire agreement between the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature.

11. Governing Law. This Agreement will be construed in accordance with the laws of the State of New Jersey, without regard to the application of the principles of conflicts of laws.

12. Amendment. Subject to the provisions of the Plan, this Agreement may only be amended by a writing signed by each of the parties hereto.

13. Execution. This Agreement may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Company's duly authorized representative and the Participant have each executed this Restricted Stock Award Agreement on the respective date below indicated.

AMICUS THERAPEUTICS, INC.

By: /s/ John F. Crowley

Name: John F. Crowley

Title: Executive Chairman

Date: April 18, 2011

MATTHEW R. PATTERSON

Signature: /s/ Matthew R. Patterson

Date: April 18, 2011



FOR IMMEDIATE RELEASE

**Amicus Therapeutics Announces Transition of John F. Crowley from
Chairman and Chief Executive Officer to Executive Chairman**

Matthew R. Patterson to Serve as President and Acting Chief Executive Officer

Cranbury, NJ, April 18, 2011 – Amicus Therapeutics (Nasdaq: FOLD) today announced that John F. Crowley will transition from Chairman and Chief Executive Officer to Executive Chairman in order to devote more time to interests related to public policy, civic service, and philanthropic endeavors. In his role as Executive Chairman, Mr. Crowley will continue to perform his duties as Chairman of the Board of Directors and will advise the current Amicus management team on corporate strategy and the further advancement of the Company's product development pipeline.

"Amicus is in a strong strategic and financial position today as a result of its Phase 3 program in Fabry Disease, a global partnership with GSK Rare Diseases, an exciting pipeline of additional programs, and a dedicated team of employees," said Mr. Crowley. "The management team at Amicus has driven this success to date and the Company is exceptionally well-positioned to advance its vision as a leader in the development of new therapies for rare diseases. In my new role, I look forward to working with the team toward this goal."

"John is an extraordinary leader for Amicus and a champion for the rare disease community," said Donald J. Hayden, Jr., Lead Independent Director of Amicus. "He has developed an outstanding management team at Amicus and we look forward to continuing to work closely with John during his term as Executive Chairman. On behalf of the Board of Directors, I wish John great success."

Matthew R. Patterson, President and Chief Operating Officer of Amicus, has been appointed Acting Chief Executive Officer in addition to his duties as President, effective immediately. The Amicus Board of Directors intends to shortly initiate a search for a full-time Chief Executive Officer and will include Mr. Patterson as a candidate for the position.

"Matt is a proven leader at Amicus and has been instrumental in its growth during his six and a half years at the Company," said Mr. Crowley. "He has a strong track record of success throughout his 18-year career in the field of rare disease drug development, having overseen the advancement of novel therapies through development into commercialization. I am confident Matt has the experience and capabilities to lead Amicus during this important time in the Company's history."

Mr. Patterson joined Amicus in December 2004 as Chief Business Officer and became Chief Operating Officer in September 2006. He was recently appointed President in February 2011 in recognition of his significant contributions to the Company's success. Prior to Amicus, Mr. Patterson served in positions of increasing responsibility at biopharmaceutical companies focused on rare disease drug research, development, and commercialization, including BioMarin Pharmaceutical Inc. and Genzyme Corporation.

Mr. Crowley will serve as Executive Chairman and a member of the Board of Directors until October 2011, with a possible extension for up to three months upon the mutual agreement of Mr. Crowley and the Company.

About Amicus Therapeutics

Amicus Therapeutics is a biopharmaceutical company at the forefront of developing therapies for rare diseases. The Company is developing orally-administered, small molecule drugs called pharmacological chaperones, a novel, first-in-class approach to treating a broad range of diseases including lysosomal storage disorders and diseases of neurodegeneration. Amicus' lead program is in Phase 3 for the treatment of Fabry disease.

CONTACT:

Amicus Therapeutics

Sara Pellegrino

(609) 662-5044

spellegrino@amicustherapeutics.com