

**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 8, 2014**

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.)

1 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.

Restricted Stock Unit Deferral Plan

The Board of Directors (the "Directors") of Amicus Therapeutics, Inc. (the "Company"), upon the recommendation of the Company's Compensation Committee (the "Committee"), reviewed and approved the Company's Restricted Stock Unit Deferral Plan (the "Deferred Compensation Plan") on April 8, 2014, which provides selected employees (the "Participants") with an opportunity to defer receipt of restricted stock units, including the awards described below. The Deferred Compensation Plan provides Participants an election to defer the receipt of shares of the Company's common stock (the "Common Stock") upon the vesting (a "Vesting Date") of restricted stock units in accordance with the terms of the Deferred Compensation Plan.

The Directors adopted the Deferred Compensation Plan to encourage the holding of the Company's Common Stock by eligible employees (the "Participants") and to provide each Participant with an opportunity to defer taxation generally applicable to such awards upon delivery. The Deferred Compensation Plan is administered by the Committee and, pursuant to the Committee's decision, all of the Company's named executive officers that are receiving awards (as set forth below) are Participants in the Deferred Compensation Plan as of April 10, 2014.

After a deferral election is made, upon the occurrence of a Vesting Date, Participants' accounts are credited with the deferred restricted stock units. The Participant's account is treated as if the shares of Common Stock associated with the restricted stock units otherwise deliverable on the Vesting Date were invested in hypothetical shares of Common Stock, and all subsequent dividends and other distributions paid with respect to Common Stock are credited to the account. Generally, Participants may elect to re-defer receipt of any previously deferred shares of Common Stock for an additional period if the election to defer receipt is made at least 12 months before the year in which the shares would otherwise be delivered.

A Participant will receive distributions of the shares represented by the deferred restricted stock units held in the Participant's account unless the Committee elects to pay the Participant the fair market value of such deferred restricted stock units in cash. The undistributed balance of a Participant's account is also immediately payable as a lump sum following a Participant's death, disability or upon such Participant's separation of service from the Company.

All amounts deferred under the Deferred Compensation Plan will continue for all purposes to be a part of the general funds of the Company and the Participants will be general creditors of the Company with respect to the amounts deferred.

The foregoing summary of the Deferred Compensation Plan is qualified in its entirety by reference to the Deferred Compensation Plan, which is included as Exhibit 10.1 to this current report on Form 8-K.

Grant of Restricted Stock Units

On April 10, 2014, the Committee, as administrator of the Amended and Restated Amicus Therapeutics, Inc. 2007 Equity Incentive Plan (the "Equity Plan"), granted to certain employees of the Company, including certain of the Company's named executive officers, restricted stock units under the Equity Plan. Pursuant to the Equity Plan, a restricted stock unit generally provides a grantee with the opportunity to receive a share of Common Stock upon the satisfaction of time or other vesting conditions applicable to the award. The number of restricted stock units and the approximate grant date fair value of the award to each such named executive officer is set forth below.

Named Executive Officer	Number of Restricted Stock Units	Grant Date Fair Value of Restricted Stock Units
William D. Baird, III	100,000	\$ 215,000
Bradley L. Campbell	100,000	\$ 215,000
Daphne Quimi	50,000	\$ 107,500

Vesting of the restricted stock units is subject to such named executive officer's continuous service with the Company through the applicable vesting date. Fifty percent (50%) of the restricted stock units vest on May 10, 2015 and the remaining fifty percent (50%) vest on December 3, 2015. If such named executive officer dies, becomes disabled, or there occurs a change in control of the Company during such named executive officer's service with the Company, the restricted stock units become fully vested. Otherwise, upon such named executive officer's cessation of employment for any other reason, any unvested restricted stock units will immediately and automatically be forfeited. Upon the vesting of a restricted stock unit, the Company, subject to any deferral election described above, would deliver to such named executive officer a share of the Company's Common Stock.

The foregoing summary of the restricted stock units is qualified in its entirety by reference to the form of Award Agreement for the restricted stock units, which is included as Exhibit 10.2 to this current report on Form 8-K.

2

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan
10.2	Form of Restricted Stock Unit Award Agreement under the Amended and Restated 2007 Equity Incentive Plan

3

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 10, 2014

By: /s/ WILLIAM D. BAIRD III
Name: William D. Baird III
Title: Chief Financial Officer

4

EXHIBIT INDEX

Exhibit No.	Description
10.1	Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan
10.2	Form of Restricted Stock Unit Award Agreement under the Amended and Restated 2007 Equity Incentive Plan

5

**AMICUS THERAPEUTICS, INC. RESTRICTED STOCK UNIT
DEFERRAL PLAN**

Section 1. Purpose:

By execution of the Adoption Agreement, the Employer has adopted the Plan set forth herein and in the Adoption Agreement, to provide a means by which certain Employees of the Employer may elect to defer Restricted Stock Units granted by the Employer pursuant this Plan and the Adoption Agreement. The Plan is intended to comply with the provisions of Section 409A of the Internal Revenue Code (the "Code"). Pursuant to the terms of the Plan, eligible Employees of the Employer may elect to defer the receipt of Restricted Stock Units as granted pursuant to the terms of the Equity Plan. The deferral provisions of the Plan relating to the deferral of Restricted Stock Units are unfunded and maintained primarily for the purpose of providing a select group of management or highly compensated employees the opportunity to defer the receipt of compensation otherwise payable to such eligible employees in accordance with the terms of the Plan. Notwithstanding any other provision of this Plan, this Plan shall be interpreted, operated and administered in a manner consistent with these intentions.

Section 2. Definitions:

As used in the Plan, including this Section 2, references to one gender shall include the other, unless otherwise indicated by the context:

2.1 "Active Participant" means, with respect to any day or date, a Participant who is in Service on such day or date; provided, that a Participant shall cease to be an Active Participant (i) immediately upon a determination by the Committee that the Participant has incurred a Separation of Service, or (ii) at the end of the Plan Year that the Committee determines the Participant no longer meets the eligibility requirements of the Plan.

2.2 "Adoption Agreement" means the written agreement pursuant to which the Employer adopts the Plan. The Adoption Agreement is a part of the Plan as applied to the Employer.

2.3 "Beneficiary" means the person, persons, entity or entities designated or determined pursuant to the provisions of Section 13 of the Plan.

2.4 "Board" means the Board of Directors of the Company, if the Company is a corporation. If the Company is not a corporation, "Board" shall mean the Company.

2.5 "Change in Control" means "Change of Control" as such term is defined in the Equity Plan, provided that no such event would be a Change in Control hereunder, unless such event would also be an event described in Section 409A(a)(2)(A)(v) of the Code (or any successor provision thereto) and the regulations thereunder.

2.6 "Committee" means the persons or entity designated in the Adoption Agreement to administer the Plan. If the Committee designated in the Adoption Agreement is unable to serve, the Employer shall satisfy the duties of the Committee provided for in Section 9.

2.7 "Company" means the company designated in the Adoption Agreement as such.

2.8 "Common Stock" means common stock, par value \$0.01 per share, of the Company.

2.9 "Crediting Date" means the date of crediting of each Restricted Stock Unit to the Restricted Stock Unit Account of a Participant based on the Elections of such Participant.

2.10 "Disabled" means Disabled within the meaning of Section 409A of the Code and the regulations thereunder. Generally, this means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous

period of not less than 12 months, or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of the Employer.

2.11 "Distribution Date" means the date elected by the Participant to receive a distribution for each deferred Restricted Stock Unit as allowed by the Employer in the Adoption Agreement. The elected Distribution Date shall be no earlier than the Vesting Date and no later than the number of years allowed by the Employer in the Adoption Agreement additionally, the Distribution Date may be any Qualifying Distribution Event.

2.12 "Effective Date" shall be the date designated in the Adoption Agreement.

2.13 "Election" means, as applicable, an Initial Election or a Subsequent Election.

2.14 "Employee" means an individual in the Service of the Employer if the relationship between the individual and the Employer is the legal relationship of employer and employee.

2.15 "Employer" means the Company, as identified in the Adoption Agreement, and any Participating Employer which adopts this Plan. An Employer may be a corporation, a limited liability company, a partnership or sole proprietorship.

2.16 "Equity Plan" means the Amended and Restated Amicus Therapeutics, Inc. 2007 Equity Incentive Plan, as it may be amended or amended and restated from time to time.

2.17 “**Hardship**” means an “unforeseeable emergency,” as defined in Section 409A of the Code. The Committee shall determine whether the circumstances of the Participant constitute an unforeseeable emergency and thus a Hardship within the meaning of this

definition. Following a uniform procedure, the Committee’s determination shall consider any facts or conditions deemed necessary or advisable by the Committee, and the Participant shall be required to submit any evidence of the Participant’s circumstances that the Committee requires. The determination as to whether the Participant’s circumstances are a case of Hardship shall be based on the facts of each case; provided however, that all determinations as to Hardship shall be uniformly and consistently made according to the provisions of this Section for all Participants in similar circumstances.

2.18 “**Initial Election**” means a written election on a form provided by the Committee, pursuant to which a Participant: (i) elects, within the time or times specified in Section 4, to defer the Distribution Date of shares of Common Stock issuable with respect to Restricted Stock Units and (ii) designates the Distribution Date of such Shares.

2.19 “**Participant**” means with respect to any Plan Year an Employee who has been designated by the Committee as a Participant and who has entered the Plan or who has a Restricted Stock Unit Account under the Plan.

2.20 “**Participating Employer**” means any trade or business (whether or not incorporated) which adopts this Plan with the consent of the Company identified in the Adoption Agreement.

2.21 “**Plan**” means the Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan, as herein set out and as set out in the Adoption Agreement, or as duly amended.

2.22 “**Plan-Approved Domestic Relations Order**” shall mean a judgment, decree, or order (including the approval of a settlement agreement) which is:

2.22.1 Issued pursuant to a State’s domestic relations law;

2.22.2 Relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of the Participant;

2.22.3 Creates or recognizes the right of a Spouse, former Spouse, child or other dependent of the Participant to receive all or a portion of the Participant’s benefits under the Plan;

2.22.4 Requires payment to such person of their interest in the Participant’s benefits at a specified date in a lump sum payment; and

2.22.5 Meets such other requirements established by the Committee.

2.23 “**Plan Year**” means the twelve-month period ending on the last day of the month designated in the Adoption Agreement; provided that the initial Plan Year may have fewer than twelve months.

2.24 “**Qualifying Distribution Event**” means (i) a Participant’s Separation from Service, (ii) the Vesting Date, or, if later, the Distribution Date, if applicable, (iv) the date a Participant becomes Disabled or (v) the date of the Participant’s death.

2.25 “**Restricted Stock Unit Account**” means the account maintained with respect to each Participant under the Plan, containing the deferred Restricted Stock Units. The Restricted Stock Unit Account shall be credited in accordance with the rules in effect under Section 8.

2.26 “**Restricted Stock Units**” means rights granted pursuant to the Equity Plan to receive shares of Common Stock at the close of a restriction period.

2.27 “**Separation from Service**” or “**Separates from Service**” means a “separation from service” within the meaning of Section 409A of the Code.

2.28 “**Service**” means employment by the Employer as an Employee. For purposes of the Plan, the employment relationship is treated as continuing intact while the Employee is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Employee’s right to reemployment is provided either by statute or contract.

2.29 “**Specified Employee**” means an employee who meets the requirements for key employee treatment under Section 416(i)(1)(A)(i), (ii) or (iii) of the Code (applied in accordance with the regulations thereunder and without regard to Section 416(i)(5) of the Code) at any time during the twelve month period ending on December 31 of each year (the “identification date”). If the person is a key employee as of any identification date, the person is treated as a Specified Employee for the twelve-month period beginning on the first day of the fourth month following the identification date. Unless binding corporate action is taken to establish different rules for determining Specified Employees for all plans of the Company and its controlled group members that are subject to Section 409A of the Code, the foregoing rules and the other default rules under the regulations of Section 409A of the Code shall apply.

2.30 “**Spouse**” or “**Surviving Spouse**” means, except as otherwise provided in the Plan, a person who is the legally married spouse or surviving spouse of a Participant.

2.31 “Subsequent Election” means a written election on a form provided by the Committee, filed with the Committee in accordance with Section 4, pursuant to which a Participant: (i) elects, within the time or times specified in Section 4, to further defer the distribution date of shares of Common Stock issuable with respect to Restricted Stock Units; and (ii) designates the Distribution Date of such Shares.

2.33 “Vesting Date” means the date that the Restricted Stock Units would have vested and been delivered absent any Election.

Section 3. Participation:

The Committee in its discretion shall designate each Employee who is eligible to participate in the Plan. A Participant whose Service with the Employer ends and who later

returns to Service will not be an Active Participant under the Plan except upon satisfaction of such terms and conditions as the Committee shall establish upon the Participant’s return to Service, whether or not the Participant shall have a balance remaining in the Restricted Stock Unit Account under the Plan on the date of the return to Service.

Section 4. Restricted Stock Unit Elections:

4.1 Deferral Opportunity. A Participant may elect to defer the receipt of shares of Common Stock that would otherwise be issuable with respect to unvested Restricted Stock Units, as provided by the Committee, consistent with this Section 4.

4.2 Initial Election. Each Participant shall have the right to defer the receipt of some or all of the Shares issuable with respect to Restricted Stock Units by filing an Initial Election to defer the receipt of such award on a form provided by the Committee for this purpose. A Participant’s Initial Election must also include a proper Distribution Date on which the Restricted Stock Units will be delivered.

4.2.1 Deadline for Initial Election. Except as otherwise provided under Section 4.2.2, no Initial Election to defer the receipt of shares of Common Stock issuable with respect to Restricted Stock Units shall be effective unless it is filed with the Committee on or before the 30th day following the date such Restricted Stock Units are granted and 12 or more months in advance of the date Vesting Date applicable to the Restricted Stock Units. Any such election will be irrevocable on the 30th day after grant of the award the Restricted Stock Units.

4.2.2 Annual Elections. Participants may make Elections with respect to grants of Restricted Stock Units that may be made in the Plan Year following the Plan Year in which the Restricted Stock Units are granted. Such Election must be made by December 31 of the Plan Year prior to the Plan Year in which the Restricted Stock Units are to be granted and will be irrevocable on as of such December 31st for the following Plan Year. Such annual elections will only apply to the next Plan Year and a new annual election, if so desired by the Participant must be made for each subsequent year.

4.2.3 Effect of Failure of Vesting Date to Occur. An Election shall be null and void if the Restricted Stock Units with respect to which such Election was made does not occur before the Vesting Date of such Restricted Stock Units identified in such Election.

4.3 Restricted Stock Unit Account. All Restricted Stock Units once vested pursuant to the terms of the Restricted Stock Unit grant made under the Equity Plan and deferred pursuant to a valid Election hereunder shall be credited to the Restricted Stock Unit Account of the Participant as provided in Section 8.

4.4 Subsequent Election. Each Participant who has previously made an Initial Election, or who, pursuant to this Section 4.4 has made a Subsequent Election in either case to defer the Distribution Date for shares of Common Stock issuable with respect to Restricted Stock Units, may elect to defer (or re-defer) the Distribution Date for a minimum of five years from the previously-elected distribution date, by filing a Subsequent Election with the Committee on or before the close of business at least one year before the date on which the Distribution Date would otherwise occur (any such Subsequent Election, in accordance with the rules under Section 409A of the Code will not be effective until the one year anniversary of the date the Subsequent Election is made.

Section 5. Vesting:

A Participant shall become vested in amounts credited to his or her Restricted Stock Unit Account in accordance with the vesting schedule and provisions designated by the Employer in the Adoption Agreement. Except as otherwise provided in the Adoption Agreement, if a Participant’s Restricted Stock Unit Account is not fully vested upon the Participant’s termination of Service, the portion of the Restricted Stock Unit Account that is not fully vested shall thereupon be forfeited.

Section 6. Qualifying Distribution Events:

6.1 Payment of the amounts in a vested Restricted Stock Unit Account (and related earnings) shall be paid to the Participant (or in the event of his death, to his Beneficiary) by the

Employer, in accordance with Section 7, on the first to occur of: (i) a Participant’s Separation from Service, (ii) the later of the Vesting Date or the Distribution Date, if applicable, (iii) a Participant’s Disability, or (iv) a Participant’s death.

6.2 Notwithstanding the terms of an Initial Election or Subsequent Election, if, at the Participant’s request, the Committee determines that the Participant has incurred a Hardship, the Committee may, in its discretion, authorize the immediate distribution of all or any portion of the Participant’s Account.

Section 7. Distribution Rules:

7.1 Payments. All payments or distributions will be made in the form of a lump sum of shares of Common Stock (provided however, that the Committee, in its sole discretion, may make such distribution in cash equal to the “Market Value” of such shares, as such term is defined in the Equity Plan). If shares of Common Stock are used to make a distribution, such shares shall be distributed from the Equity Plan.

7.2 Timing of Payments. Payment shall be made as soon as practicable after (but no later than 60 days after) the date of the applicable Qualifying Distribution Event. A payment may be further delayed to the extent permitted in accordance with regulations and guidance under Section 409A of the Code. Notwithstanding the foregoing, no distribution upon a Separation from Service shall be made earlier than six months after the date of Separation from Service (or, if earlier, the date of death) with respect to a Participant who as of the date of Separation from Service is a Specified Employee of a corporation (or a member of such corporation’s controlled group) the stock in which is traded on an established securities market or otherwise. Any payments to which such Specified Employee would be entitled during the first six months

following the date of Separation from Service shall be accumulated and paid on the first day of the seventh calendar month following the date of Separation from Service.

7.3 Acceleration Prohibited. The acceleration of the time or schedule of any payment due under the Plan is prohibited except as expressly provided in regulations and administrative guidance promulgated under Section 409A of the Code (such as accelerations for domestic relations orders and employment taxes).

Section 8. Accounts; Deemed Investment; Adjustments to Account:

8.1 Accounts. The Committee shall establish a book reserve account, entitled the “ Restricted Stock Unit Account,” on behalf of each Participant. The amount credited to the Restricted Stock Unit Account as of a Crediting Date shall be adjusted pursuant to the provisions of Section 8.3.

8.2 Restricted Stock Unit Account. The Restricted Stock Unit Account of a Participant shall be established for each Participant who makes an Election. Restricted Stock Units shall be credited to the Restricted Stock Unit Account as of the date an Election becomes effective. Each Restricted Stock Unit will represent a hypothetical share of Common Stock credited to the Restricted Stock Unit Account in lieu of delivery of the shares of Common Stock to which the Election applies.

8.3 Adjustments to Restricted Stock Unit Account. With respect to each Participant who has a Restricted Stock Unit Account under the Plan, the amount credited to such account shall be equal to one share of Common Stock for each Restricted Stock Unit so deferred. The Restricted Stock Unit Account will be adjusted (i) as may be deemed necessary by the Committee in accordance with Section 8.1 of the Equity Plan or (ii) for dividends declared on the shares of Common Stock underlying each Restricted Stock Unit in the Restricted Stock Unit

Account, such dividends shall be deemed reinvested into additional Restricted Stock Units and would be credited back into the Participant’s Restricted Stock Unit Account (any such additional shares of Common Stock so credited to a Participant Restricted Stock Unit Account due to dividends will be offset against the share reserve remaining under the Equity Plan). The amount of such deemed investment gain or loss shall be determined by the Committee and such determination shall be final and conclusive upon all concerned.

Section 9. Administration by Committee:

9.1 Membership of Committee. If the Committee consists of individuals appointed by the Board, they will serve at the pleasure of the Board. Any member of the Committee may resign, and his successor, if any, shall be appointed by the Board.

9.2 General Administration. The Committee shall be responsible for the operation and administration of the Plan and for carrying out its provisions. The Committee shall have the full authority and discretion to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions, including interpretations of this Plan, as may arise in connection with this Plan. Any such action taken by the Committee shall be final and conclusive on any party. To the extent the Committee has been granted discretionary authority under the Plan, the Committee’s prior exercise of such authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Employer with respect to the Plan. The Committee may, from time to time, employ agents and delegate to such agents, including employees of the Employer, such administrative or other duties as it sees fit.

9.3 Indemnification. To the extent not covered by insurance, the Employer shall indemnify the Committee, each employee, officer, director, and agent of the Employer, and all persons formerly serving in such capacities, against any and all liabilities or expenses, including all legal fees relating thereto, arising in connection with the exercise of their duties and responsibilities with respect to the Plan, provided however that the Employer shall not indemnify any person for liabilities or expenses due to that person’s own gross negligence or willful misconduct.

Section 10. Contractual Liability:

Unless otherwise elected in the Adoption Agreement, the Company shall be obligated to make all payments hereunder. This obligation shall constitute a contractual liability of the Company to the Participants, and such payments shall be made from the general funds of the Company. The Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and the Participants shall not have any interest in any particular assets of the Company by reason of its obligations hereunder. To the extent that any person acquires a

right to receive payment from the Company, such right shall be no greater than the right of an unsecured creditor of the Company, and shall not have a secured or preferred position with respect to such obligation. Nothing contained in the Plan shall be deemed to create an escrow, trust, custodial account or fiduciary relationship of any kind.

Section 11. Allocation of Responsibilities:

The persons responsible for the Plan and the duties and responsibilities allocated to each are as follows:

11.1 Board.

- (i) To amend the Plan;
- (ii) To appoint and remove members of the Committee; and
- (iii) To terminate the Plan as permitted in Section 14.

11.2 Committee.

- (i) To designate Participants;
- (ii) To interpret the provisions of the Plan and to determine the rights of the Participants under the Plan;
- (iii) To administer the Plan in accordance with its terms, except to the extent powers to administer the Plan are specifically delegated to another person or persons as provided in the Plan;
- (iv) To account for the amount credited to the Restricted Stock Unit Account of a Participant;
- (v) To direct the Employer in the payment of benefits;
- (vi) To file such reports as may be required with the United States Department of Labor, the Internal Revenue Service and any other government agency to which reports may be required to be submitted from time to time; and
- (vii) To administer dispute resolution to the extent provided in Section 16.

Section 12. Benefits Not Assignable; Facility of Payments:

12.1 Benefits Not Assignable. No portion of any benefit credited or paid under the Plan with respect to any Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any portion of such benefit be in any manner payable to any assignee, receiver or any one trustee, or be liable for his debts, contracts, liabilities, engagements or torts.

12.2 Plan-Approved Domestic Relations Orders. The Committee shall establish procedures for determining whether an order directed to the Plan is a Plan-Approved Domestic Relations Order. If the Committee determines that an order is a Plan-Approved Domestic

Relations Order, the Committee shall cause the payment of amounts pursuant to or segregate a separate account as provided by (and to prevent any payment or act which might be inconsistent with) the Plan-Approved Domestic Relations Order.

12.3 Payments to Minors and Others. If any individual entitled to receive a payment under the Plan shall be physically, mentally or legally incapable of receiving or acknowledging receipt of such payment, the Committee, upon the receipt of satisfactory evidence of his incapacity and satisfactory evidence that another person or institution is maintaining him and that no guardian or committee has been appointed for him, may cause any payment otherwise payable to him to be made to such person or institution so maintaining him. Payment to such person or institution shall be in full satisfaction of all claims by or through the Participant to the extent of the amount thereof.

Section 13. Beneficiary:

The Participant's beneficiary shall be the person, persons, entity or entities designated by the Participant on the beneficiary designation form provided by and filed with the Committee or its designee. If the Participant does not designate a beneficiary, the beneficiary shall be his Surviving Spouse. If the Participant does not designate a beneficiary and has no Surviving Spouse, the beneficiary shall be the Participant's estate. The designation of a beneficiary may be changed or revoked only by filing a new beneficiary designation form with the Committee or its designee. If a beneficiary (the "primary beneficiary") is receiving or is entitled to receive payments under the Plan and dies before receiving all of the payments due him, the balance to which he is entitled shall be paid to the contingent beneficiary, if any, named in the Participant's current beneficiary designation form. If there is no contingent beneficiary, the balance shall be paid to the estate of the primary beneficiary. Any beneficiary may disclaim all or any part of any

benefit to which such beneficiary shall be entitled hereunder by filing a written disclaimer with the Committee before payment of such benefit is to be made. Such a disclaimer shall be made in a form satisfactory to the Committee and shall be irrevocable when filed. Any benefit disclaimed shall be payable from the Plan in the same manner as if the beneficiary who filed the disclaimer had predeceased the Participant.

Section 14. Amendment and Termination of Plan:

14.1 Amendment and Termination. The Company may amend any provision of the Plan or terminate the Plan at any time; provided, that in no event shall such amendment or termination reduce the balance in any Participant's Restricted Stock Unit Account as of the date of such amendment or termination, nor shall any such amendment affect the terms of the Plan relating to the payment of such Restricted Stock Unit Account. Notwithstanding the foregoing, the following special provisions shall apply:

Except as otherwise provided in Sections 14.2, the Company in its discretion may terminate the Plan and distribute benefits to Participants subject to the following requirements and any others specified under Section 409A of the Code:

14.1.1 All arrangements sponsored by the Employer that would be aggregated with the Plan under Section 1.409A-l(c) of the Treasury Regulations are terminated.

14.1.2 No payments other than payments that would be payable under the terms of the Plan if the termination had not occurred are made within 12 months of the termination date.

14.1.3 All benefits under the Plan are paid within 24 months of the termination date.

14.1.4 The Employer does not adopt a new arrangement that would be aggregated with the Plan under Section 1.409A-1(c) of the Treasury Regulations providing for the deferral of compensation at any time within 3 years following the date of termination of the Plan.

14.1.5 The termination does not occur proximate to a downturn in the financial health of the Employer.

14.2 Termination Upon Change in Control Event. If the Company terminates the Plan within thirty days preceding or twelve months following a Change in Control, the vested portion of the Restricted Stock Unit Account of each Participant shall be payable to the Participant in a lump sum within twelve months following the date of termination, subject to the requirements of Section 409A of the Code.

Section 15. Communication to Participants:

The Employer shall make a copy of the Plan available for inspection by Participants and their beneficiaries during reasonable hours at the principal office of the Employer.

Section 16. Dispute Resolution:

In the event that there is any dispute between the Employer and a Participant regarding the Plan or any of its terms, the Employer and the Participant shall try in good faith to first resolve all such disputes as set forth below.

Confidential Discussions. The Employer and the Participant agree that all discussions and communications during the dispute resolution process will be, and will remain, confidential to the fullest extent allowed by applicable law. The Employer and the Participant agree to treat all such discussions and communications as compromise and settlement negotiations for the purposes of any rules of evidence.

Negotiation. If the Employer and the Participant cannot resolve a dispute in the ordinary course of business, the party claiming a grievance against the other shall give the other notice of that grievance in writing, stating the nature of the grievance and the relevant facts, including documentation, and referring to this section. The other party will then have 15 days to make a complete, written response in a notice to the other. The Committee and the Participant will meet to discuss the dispute. If practicable and mutually desirable, they will meet in person. If the dispute remains unresolved for any reason after 60 calendar days following the mailing of the response, the Employer and the Participant will then proceed to mediation.

Mediation. The Employer and the Participant will, as soon as commercially reasonable after the 60 day period referred to under negotiation, above, initiate the mediation process and endeavor in good faith to settle their dispute by mediation. Unless the Employer and the Participant agree to the contrary, the mediation will conform to the then current Mediation

Rules for Commercial Financial Disputes of the American Arbitration Association or such similar organization as they may agree. If they cannot agree on a neutral mediator, one will be appointed by the American Arbitration Association in accordance with its mediation rules. Mediation will occur within 60 days of the initiation of the mediation process. The Employer and the Participant will share equally in the fees and expenses of the mediator and the cost of the facilities used for the mediation, but will otherwise bear their respective costs incurred in connection with the mediation. The mediation shall be non-binding. If the dispute remains unresolved for any reason after the completion of the mediation process, the dispute will then proceed to arbitration.

Arbitration. If a dispute is to be resolved by arbitration, the arbitration proceeding will take place in Cranbury, NJ, unless the Employer and the Participant agree to the contrary. The arbitration will be governed by the Federal Arbitration Act.

Section 17. Miscellaneous Provisions:

17.1 Notices. Each Participant who is not in Service and each Beneficiary shall be responsible for furnishing the Committee or its designee with his current address for the mailing of notices and benefit payments. Any notice required or permitted to be given to such Participant or Beneficiary shall be deemed given if directed to such address and mailed by regular United States mail, first class, postage prepaid. This provision shall not be construed as requiring the mailing of any notice or notification otherwise permitted to be given by posting or by other publication.

17.2 Lost Distributees. A benefit shall be deemed forfeited if the Committee is unable to locate the Participant or Beneficiary to whom payment is due on or before the fifth anniversary of the date payment is to be made or commence.

17.3 Reliance on Data. The Employer and the Committee shall have the right to rely on any data provided by the Participant or by any Beneficiary. Representations of such data shall be binding upon any party seeking to claim a benefit through a Participant, and the Employer and the Committee shall have no obligation to inquire into the accuracy of any representation made at any time by a Participant or Beneficiary.

17.4 Headings. The headings and subheadings of the Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

17.5 Continuation of Employment. The establishment of the Plan shall not be construed as conferring any legal or other rights upon any Employee or any persons for continuation of employment, nor shall it interfere with the right of the Employer to discharge any Employee or to deal with him without regard to the effect thereof under the Plan.

17.6 Merger or Consolidation; Assumption of Plan. No Employer shall consolidate or merge into or with another corporation or entity, or transfer all or substantially all of its assets to another corporation, partnership, trust or other entity (a "Successor Entity") unless such Successor Entity shall assume the rights, obligations and liabilities of the Employer under the Plan and upon such assumption, the Successor Entity shall become obligated to perform the terms and conditions of the Plan. Nothing herein shall prohibit the assumption of the obligations and liabilities of the Employer under the Plan by any Successor Entity.

17.7 Construction. The Employer shall designate in the Adoption Agreement the state according to whose laws the provisions of the Plan shall be construed and enforced, except to the extent that such laws are superseded by applicable requirements of the Code.

17.8 Taxes. The Employer or other payor may withhold a benefit payment under the Plan or a Participant's wages, or the Employer may reduce a Participant's Restricted Stock Unit Account balance, in order to meet any federal, state, or local or employment tax withholding obligations with respect to Plan benefits, as permitted under Section 409A of the Code. Additionally, a Participant may elect in accordance with Section 9.7 of the Equity Plan to have shares of Common Stock withheld to satisfy any tax obligation. The Employer or other payor shall report Plan payments and other Plan-related information to the appropriate governmental agencies as required under applicable laws.

**THE AMICUS THERAPEUTICS, INC. RESTRICTED STOCK UNIT
DEFERRAL PLAN**

ADOPTION AGREEMENT

THIS AGREEMENT is the adoption by **AMICUS THERAPEUTICS, INC.** (the "Company") of the Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan ("Plan").

WITNESSETH:

WHEREAS, the Company desires to adopt the Plan as an unfunded plan maintained primarily for the purpose of providing a select group of management or highly compensated employees the opportunity to defer the receipt of compensation otherwise payable to such eligible employees in accordance with the terms of the Plan, and therefore is intended to be exempt from the Employee Retirement Income Security Act of 1974 ("ERISA"); and

WHEREAS, the provisions of the Plan are intended to comply with the requirements of Section 409A of the Internal Revenue Code and the regulations thereunder; and

WHEREAS, the Company has been advised by Principal Life Insurance Company to obtain legal and tax advice from its professional advisors before adopting the Plan,

NOW, THEREFORE, the Company hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Employer hereby represents and warrants that the Plan has been adopted by the Employer upon proper authorization and the Employer hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Employer hereby agrees to be bound by the terms of the Plan.

ARTICLE II

The Employer hereby makes the following designations or elections for the purpose of the Plan:

2.7 Committee: The duties of the Committee set forth in the Plan shall be satisfied by:

- (a) Company
- (b) The administrative committee appointed by the Board to serve at the pleasure of the Board.
- (c) Board.

XX (d) Other (specify): The Company's Compensation Committee.

2.12 Effective Date:

XX (a) This is a newly-established Plan, and the Effective Date of the Plan is April 8, 2014

(b) This is an amendment and restatement of a plan named _____ with an effective date of _____.
The Effective Date of this amended and restated Plan is _____.
This is amendment number _____.

2.18 Participating Employer(s): As of the Effective Date, the following Participating Employer(s) are parties to the Plan:

Name of Employer	Address	Telephone No.	EIN
Amicus Therapeutics, Inc.	1 Cedar Brook Drive Cranbury, NJ 08512	609-662-2000	71-0869350

2.19 Plan: The name of the Plan is

Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan

2.21 Plan Year: The Plan Year shall end each year on the last day of the month of _____ December.

2.25 Seniority Age: For vesting purposes, the Seniority Age of a Participant shall be:

- (a) Attaining age _____.
- (b) Attaining age _____ with _____ years of Service with the Employer.
- (c) Attaining _____ years of Service with the Employer.
- (d) Other: _____.

XX (e) Not applicable - Seniority Age does not apply to vesting.

4.1 Restricted Stock Unit Account: Credits will be made in the following manner:

The Employer may make credits to the Restricted Stock Unit Account of each Active Participant in an amount determined as follows:

- XX (i) An amount determined each Plan Year by the Employer (based on the deferral elections made by Participants in accordance with the Plan).
- (ii) As specified in Appendix _____ of the Adoption Agreement.

5. Vesting:

(1) Each Restricted Stock Unit (and related earnings) shall vest based on the Service of a Participant from the grant date. Each Restricted Stock Unit shall vest upon:

- XX (a) For initial Grants: 50% shall vest on the 13th month following the grant date.
- XX (b) For subsequent Grants: upon the vesting schedule set forth in a Restricted Stock Unit Agreement.

(2) In addition, an Active Participant shall be fully vested in all Employer Credits (and related earnings) made to the Bonus Account upon the first to occur of the selected following events:

- (a) Seniority Age as specified in Section 2.25.
- XX (b) Death.
- XX (c) Participant becomes Disabled.
- XX (d) Change in Control.
- (e) Not applicable. Vesting only occurs according to Section 5(1) of this Adoption Agreement.

6. Vesting Date: The Vesting Date for each Restricted Stock Unit credited to a Participant's Account shall be:

- XX (a) The date each Restricted Stock Unit would vest as specified in Section 5(1) of this Adoption Agreement, notwithstanding any earlier vesting event as selected in Section 5(2) of this Adoption Agreement.

(b) years after each Employer Credit would vest as selected in Section 5(1) of this Adoption Agreement, notwithstanding any earlier vesting event as selected in Section 5(2) of this Adoption Agreement. In no case shall the Scheduled Payment Date be later than 10 years after the original Crediting Date of each Employer Credit.

7.4 Deferral Date:

- XX (a) A Participant may elect a Distribution Date. In no case may the Distribution Date be earlier than the Vesting Date. Any selected Distribution Date is subject to the mandatory distributions upon certain event is Section 7.4 of the Plan.
- (b) A Participant is not permitted to elect a Deferral Date.

10. Contractual Liability: Liability for payments under the Plan shall be the responsibility of the:

- XX (a) Company.
- (b) Employer or Participating Employer who employed the Participant when amounts were credited.

14. Amendment and Termination of Plan: Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Section of the Plan shall be amended to read as provided in attached Exhibit .

XX There are no amendments to the Plan.

17.9 Construction: The provisions of the Plan shall be construed and enforced according to the laws of

the State of **New Jersey**, except to the extent that such laws are superseded by the applicable provisions of the Code.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year stated below.

AMICUS THERAPEUTICS, INC.
Name of Employer

By: /s/ William D. Baird III

Authorized Person

Date: April 8, 2014

The Plan is adopted by the following Participating Employers:

AMICUS THERAPEUTICS, INC.
Name of Employer

By: /s/ William D. Baird III

Authorized Person

Date: April 8, 2014

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

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this "Agreement") is made by and between Amicus Therapeutics, Inc. (the "Company") and [] (the "Participant") as of this th day of , 20[] (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 Units; and

WHEREAS, in order to compensate the Participant for his service to the Company, the Board approved this Award of Restricted Stock Units 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 Stock Units. The Company hereby awards the Participant [] ([],000) Restricted Stock Units, subject to the restrictions and on the terms and conditions set forth in this Agreement (the "Restricted Units"). 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 Units. The Restricted Units are subject to a Restriction Period until they become vested in accordance with this Section 2. The Restricted Units are subject to the restrictions on transfer as set forth in Section 7.4(e).

(a) Provided the Participant remains in continuous service with the Company through the applicable vesting date, the Restricted Units will become fully vested as to: (i) 50% of the Restricted Units, on [DATE] and (ii) as to the remaining 50% of the Restricted Units on [DATE].

(b) Additionally, if, during the Participant's continuous service with the Company, (i) the Participant dies, (ii) the Participant becomes "Disabled" as such term is defined in the Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan (the "Deferral Plan") or (iii) there occurs a "Change in Control" as such term is defined in the Deferral Plan, then the Restricted Units shall become fully vested.

(c) Upon cessation of the Participant's employment for any reason other than a termination due to the Participant's death or upon the Participant's becoming Disabled, any Restricted Units which then remain subject to a Restriction Period 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. Distribution of Shares.

(a) Upon the lapse of the Restricted Period applicable to the Restricted Units (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 issue shares of Common Stock to the Participant with respect to the Restricted Units that vest. Such shares may be issued in the Participant's name by issuance of a stock certificate or certificates.

(b) The Company may also condition delivery of certificates underlying the Restricted Units upon receipt from the Participant of any undertakings that it may determine are appropriate to facilitate compliance with federal and state securities laws.

1

(c) Notwithstanding the foregoing, if the Participant timely elects in accordance with the Deferral Plan (by submitting an election attached hereto as Exhibit A) to defer delivery of the shares of Common Stock upon vesting of the Restricted Units, then such shares shall be credited to the Participant's account in the Deferral Plan and shall not be delivered to the Participant in accordance with this Section. Such shares shall be delivered solely in accordance with the terms of the Deferral Plan in accordance with the Participant's election.

4. Substitute Property. If, while any of the Restricted Units remain subject to a Restriction Period, 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 Units, such securities will constitute "Restricted Units" for all purposes of this Agreement.

5. Rights of Participant During Restricted Period. The Participant will not have any right to vote the Restricted Units during the Restricted Period. The Participant will have the right to receive dividends and distributions with respect to the Restricted Units; *provided, however*, that any cash dividends or distributions paid in respect of the Restricted Units while those units remain subject to a Restriction Period will be delivered to the Participant (without interest) only if and when the Restricted Units giving rise to such dividends or distributions become vested (or, if later in accordance with the Participant's valid election under the Deferral Plan).

6. Securities Laws. The Committee may from time to time impose any conditions on the Restricted Units as it deems necessary or advisable to ensure that the Restricted Units or any shares of Common Stock issued with respect to the Restricted Units 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. 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 Units. 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.

8. The Plan. This Award of Restricted Units 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.

2

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]

3

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

AMICUS THERAPEUTICS, INC.

By:

Name:
Title:
Date:

[PARTICIPANT]

Signature: _____
Date:

4

EXHIBIT A

AMICUS THERAPEUTICS, INC. RESTRICTED STOCK UNIT

DEFERRAL PLAN

DEFERRAL ELECTION

This DEFERRAL ELECTION by the undersigned ("Participant"), provides for the deferral of the receipt of shares of Common Stock with respect to an award of Restricted Units under the Amended and Restated 2007 Equity Incentive Plan (the "Equity Plan"). To effect such a deferral, the Participant elects as follows:

I. Background

This Election shall be governed by, and subject to, the provisions of the Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan (the "Plan") as it may be amended from time to time, and the award dated _____ (the "Award") under which Participant was granted Restricted Stock Units pursuant to the Equity Plan. Capitalized terms shall have the meanings given them herein or, if not defined herein, the meanings given them in the Plan, the Equity Plan and the Award.

II. Initial Deferral Election — Restricted Stock Units

Participant has received an Award of Restricted Stock Units. Subject to the terms and conditions of the Equity Plan and Award, shares of Common Stock will be vested and deliverable to Participant on the date or dates set forth in Column 2 of the following Table. Subject to further re-deferral and the terms and conditions of the Deferral Plan and the Award, Participant hereby irrevocably elects to defer the receipt of shares of Common Stock underlying the Restricted Stock Units that would otherwise be deliverable on the dates set forth in Column 2 to the Qualifying Distribution Event (the applicable deferral date or dates or the applicable, permissible deferral event as set forth in Column 3.

Column 1 Number of shares of Common Stock underlying the Restricted Stock Units	Column 2 Vesting Date	Column 3 Deferred Payment Date

III. Tax Withholding Election

Participant understands that he or she must remit payment by check to the Company to pay any withholding taxes that may become due with respect to Restricted Stock Units subject to this Initial Election unless Grantee checks the following box to make an irrevocable election to have shares withheld to satisfy withholding tax obligations.

5

- Grantee irrevocably elects to have any withholding taxes that may become due with respect to Restricted Stock Units subject to this Initial Election satisfied by share withholding.

IV. Effect of Failure of Vesting Date to Occur

This Agreement shall be null and void if a Vesting Date does not occur with respect to the Restricted Stock Units as to which the Participant’s Initial election is intended to be effective on or before the date designated in Part II above for delivery of the deferred Shares.

V. Beneficiary

Upon the Participant’s death, the Participant elects the following to be the beneficiary(ies) of the account

Name of Beneficiary	Percentage of Restricted Stock Unit Account to be Delivered to the Beneficiary

VI. Status of Deferred Shares

The shares of Common Stock subject to Participant’s election under Part II shall be subject to the Plan and the deferral election provisions of the Award.

Participant (signature)

PRINT NAME

DATE

6

**AMICUS THERAPEUTICS, INC. RESTRICTED STOCK UNIT
DEFERRAL PLAN
RE-DEFERRAL ELECTION**

This RE-DEFERRAL ELECTION by the undersigned (“Participant”), provides for the deferral of the receipt of shares of Common Stock with respect to an award of Restricted Units under the Amended and Restated 2007 Equity Incentive Plan (the “Equity Plan”). To effect such a re-deferral, Participant elects as follows:

I. Background

This Election shall be governed by, and subject to, the provisions of the Amicus Therapeutics, Inc. Restricted Stock Unit Deferral Plan (the "Plan") as it may be amended from time to time, and the award dated _____ (the "Award") under which Participant was granted Restricted Stock Units pursuant to the Equity Plan. Capitalized terms shall have the meanings given them herein or, if not defined herein, the meanings given them in the Plan, the Equity Plan and the Award.

II. Re-Deferral Election — Restricted Stock Units

Participant has previously elected to defer the receipt of shares of Common Stock underlying the Restricted Stock Units to the following dates set forth in Column 2 of the following Table. Subject to further re-deferral and the terms and conditions of the Plan and the Award, Participant hereby irrevocably elects to re-defer shares of Common Stock that would otherwise be deliverable on the dates set forth in Column 2 to the dates set forth in Column 3.

Column 1 Number of Shares	Column 2 Initial Deferred Payment Date	Column 3 Subsequent Payment Date

III. Status of Deferred Shares

The shares of Common Stock subject to Participant's election under Part II shall be subject to the Plan and the deferral election provisions of the Award.

Participant (signature)

PRINT NAME

DATE