

**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, 2013**

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.

On April 18, 2013, Amicus Therapeutics, Inc. (the "Company") and John F. Crowley, Chairman and Chief Executive Officer of the Company, entered into an amendment (the "Crowley Amendment") to Mr. Crowley's Employment Agreement dated June 28, 2011 (the "Crowley Employment Agreement") pursuant to which the Company and Mr. Crowley agreed to eliminate a gross-up for taxes arising under Section 409A of the Internal Revenue Code (relating to the payment of deferred compensation). At the same time, the Company entered into amendments to its severance and change of control agreements with each of William D. Baird, III (Chief Financial Officer), Bradley L. Campbell (Chief Business Officer) and David J. Lockhart (Chief Scientific Officer) to also eliminate these tax gross-ups.

In addition, the agreements with Messrs. Baird, Campbell and Dr. Lockhart were further amended to provide for 18 months of base salary continuation (up from 12 months) in the event of a severance event in connection with a change in control. Compensation due to Mr. Crowley under the Crowley Employment Agreement was unchanged, except the Company agreed to fully subsidize the costs of his COBRA premiums if he experiences a severance event in connection with a change in control. Previously, Mr. Crowley would have been required to pay an amount for COBRA coverage equal to the active employee cost of group health coverage.

A copy of the Crowley Amendment, along with the amendments to the severance and change of control agreements of Mr. Baird, Mr. Campbell and Dr. Lockhart, are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

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

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 24, 2013

By: /s/ Peter M. Macaluso

Name: Peter M. Macaluso
Title: Vice President and Secretary

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EXHIBIT INDEX

| Exhibit No. | Description |
|--------------------|--|
| 10.1 | Amendment to Employment Agreement April 18, 2013 between Amicus Therapeutics, Inc. and John F. Crowley |
| 10.2 | Letter Agreement dated April 18, 2013 between Amicus Therapeutics, Inc. and William D. Baird, III |
| 10.3 | Letter Agreement dated April 18, 2013 between Amicus Therapeutics, Inc. and Bradley L. Campbell |
| 10.4 | Letter Agreement dated April 18, 2013 between Amicus Therapeutics, Inc. and David J. Lockhart |

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**AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT is dated April 18, 2013 by and between Amicus Therapeutics, Inc. (the "Company") and John F. Crowley ("Employee").

WHEREAS, the Company and Employee are parties to an Employment Agreement dated June 28, 2011 (the "Employment Agreement"); and

WHEREAS, Section 7.6 of the Employment Agreement provides that the Company and Employee may amend the Employment Agreement by agreement in writing; and

WHEREAS, the Company and Employee desire to amend the Employment Agreement as described herein; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Employment Agreement.

NOW, THEREFORE, in consideration of these premises and intending to be legally bound hereby:

1. The third sentence of Section 5.4 of the Employment Agreement is hereby amended and restated in its entirety as follows:

Further, if Employee elects COBRA continuation of his insured group health benefits, the Company will waive the applicable premiums otherwise payable for such COBRA continuation for a period of 18 months (or, if less, for the duration of such COBRA continuation).

2. Section 5.7(d) of the Employment Agreement is hereby deleted in its entirety.
3. The Employment Agreement, as amended by the foregoing changes, is hereby ratified and confirmed in all respects.
4. This Amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the day and year first above written.

AMICUS THERAPEUTICS, INC.

By: /s/ Donald J. Hayden, Jr.

Name: Donald J. Hayden, Jr.
Title: Lead Independent Director

JOHN F. CROWLEY

 /s/ John F. Crowley



April 18, 2013

William D. Baird, III
Chief Financial Officer
Amicus Therapeutics, Inc.

Dear William:

Reference is hereby made to that certain letter agreement by and between you and Amicus Therapeutics, Inc. (the "Company") dated March 5, 2012 (the "Letter Agreement").

You and the Company desire to modify the terms of the Letter Agreement as currently in effect to reflect certain changes to your severance entitlements and to eliminate a tax "gross-up" related to penalties under Section 409A of the Internal Revenue Code. Thus, in accordance with the terms of the Letter Agreement, the Letter Agreement is hereby modified as follows:

1. The eleventh paragraph of the Letter Agreement is amended and restated in its entirety to read as follows:

If there is a Change in Control Event (as defined below) and either you resign with Good Reason (as defined below) or are terminated without Cause, in either case within twelve months following such Change in Control Event, then you (1) will be entitled to receive 18 months of salary continuation, to be paid in accordance with the Company's payroll practices; (2) if such resignation or termination occurs between June 30 and December 31, you will be entitled to a payment of a bonus equal to your bonus earned in the preceding year (if any) pro-rated for the number of months actually worked in the year of resignation or termination, payable within 2 ½ months following such termination or resignation; (3) you will be entitled to waiver of the applicable premiums otherwise payable for continuation of your health benefit coverage under COBRA for the 18 month period following such resignation or termination; and (4) all of your otherwise unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

2. The thirteenth paragraph of the Letter Agreement is amended and restated in its entirety to read as follows:

Notwithstanding any other provision of this letter agreement, your right to receive severance payments and benefits pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties in a form acceptable to the Company and that such release be delivered to the Company and become irrevocable by a deadline specified by the Company (the "Release Deadline"), which deadline will be no later than 60 days following the cessation of your employment. Any payments and benefits that would otherwise be paid prior to the Release Deadline

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will accrue and be paid on the Release Deadline, provided the release has by then become irrevocable, and any remaining payment and benefits will thereafter be delivered as otherwise scheduled. However, if the Release Deadline is more than 30 days and your release becomes irrevocable before the Release Deadline, the Company may elect to pay (or commence to pay) such severance payments and benefits up to 30 days prior to the Release Deadline.

3. The fourteenth paragraph of the Letter Agreement is amended and restated in its entirety to read as follows:

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") and this letter agreement should be interpreted accordingly. However, the Company does not warrant the tax treatment of any amount payable to you.

The Letter Agreement, as amended by the foregoing changes, is hereby ratified and confirmed in all respects.

To acknowledge your agreement with the foregoing and your intent to be legally bound thereby, please sign this letter on the line provided below and return the executed version to me.

Sincerely,

Amicus Therapeutics, Inc.

By: /s/ John F. Crowley
Name: John F. Crowley
Title: Chairman and Chief Executive Officer

Accepted and Agreed:

/s/ William D. Baird
William D. Baird, III

Dated: April 18, 2013



April 18, 2013

Bradley L. Campbell
Chief Business Officer
Amicus Therapeutics, Inc.

Dear Bradley:

Reference is hereby made to that certain letter agreement by and between you and Amicus Therapeutics, Inc. (the "Company") dated December 30, 2008 (the "Letter Agreement").

You and the Company desire to modify the terms of the Letter Agreement as currently in effect to reflect certain changes to your severance entitlements and to eliminate a tax "gross-up" related to penalties under Section 409A of the Internal Revenue Code. Thus, in accordance with the terms of the Letter Agreement, the Letter Agreement is hereby modified as follows:

1. The first paragraph under the heading "Change in Control" is amended and restated in its entirety to read as follows:

If there is a Change in Control Event (as defined below) and either you resign with Good Reason (as defined below) or are terminated without Cause, in either case within twelve months following such Change in Control Event, then you (1) will be entitled to receive 18 months of salary continuation, to be paid in accordance with the Company's payroll practices; (2) if such resignation or termination occurs between June 30 and December 31, you will be entitled to a payment of a bonus equal to your bonus earned in the preceding year (if any) pro-rated for the number of months actually worked in the year of resignation or termination, payable within 2 ½ months following such termination or resignation; (3) you will be entitled to waiver of the applicable premiums otherwise payable for continuation of your health benefit coverage under COBRA for the 18 month period following such resignation or termination; and (4) all of your otherwise unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

2. The third paragraph under the heading "Change in Control" is amended and restated in its entirety to read as follows:

Notwithstanding any other provision of this letter agreement, your right to receive severance payments and benefits pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties in a form acceptable to the Company

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and that such release be delivered to the Company and become irrevocable by a deadline specified by the Company (the "Release Deadline"), which deadline will be no later than 60 days following the cessation of your employment. Any payments and benefits that would otherwise be paid prior to the Release Deadline will accrue and be paid on the Release Deadline, provided the release has by then become irrevocable, and any remaining payment and benefits will thereafter be delivered as otherwise scheduled. However, if the Release Deadline is more than 30 days and your release becomes irrevocable before the Release Deadline, the Company may elect to pay (or commence to pay) such severance payments and benefits up to 30 days prior to the Release Deadline.

3. The fourth paragraph under the heading "Change in Control" is amended and restated in its entirety to read as follows:

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") and this letter agreement should be interpreted accordingly. However, the Company does not warrant the tax treatment of any amount payable to you.

The Letter Agreement, as amended by the foregoing changes, is hereby ratified and confirmed in all respects.

To acknowledge your agreement with the foregoing and your intent to be legally bound thereby, please sign this letter on the line provided below and return the executed version to me.

Sincerely,

By: /s/ John F. Crowley

Name: John F. Crowley
Title: Chairman and Chief Executive Officer

Accepted and Agreed:

/s/ Bradley L. Campbell

Bradley L. Campbell

Dated: April 18, 2013



April 18, 2013

David J. Lockhart
Chief Scientific Officer
Amicus Therapeutics, Inc.

Dear David:

Reference is hereby made to that certain letter agreement by and between you and Amicus Therapeutics, Inc. (the "Company") dated December 30, 2008 (the "Letter Agreement").

You and the Company desire to modify the terms of the Letter Agreement as currently in effect to reflect certain changes to your severance entitlements and to eliminate a tax "gross-up" related to penalties under Section 409A of the Internal Revenue Code. Thus, in accordance with the terms of the Letter Agreement, the Letter Agreement is hereby modified as follows:

1. The first paragraph under the heading "Change in Control" is amended and restated in its entirety to read as follows:

If there is a Change in Control Event (as defined below) and either you resign with Good Reason (as defined below) or are terminated without Cause, in either case within twelve months following such Change in Control Event, then you (1) will be entitled to receive 18 months of salary continuation, to be paid in accordance with the Company's payroll practices; (2) if such resignation or termination occurs between June 30 and December 31, you will be entitled to a payment of a bonus equal to your bonus earned in the preceding year (if any) pro-rated for the number of months actually worked in the year of resignation or termination, payable within 2 ½ months following such termination or resignation; (3) you will be entitled to waiver of the applicable premiums otherwise payable for continuation of your health benefit coverage under COBRA for the 18 month period following such resignation or termination; and (4) all of your otherwise unvested stock options will have their remaining vesting schedule accelerated so that all stock options are fully vested.

2. The third paragraph under the heading "Change in Control" is amended and restated in its entirety to read as follows:

Notwithstanding any other provision of this letter agreement, your right to receive severance payments and benefits pursuant to this letter agreement shall be subject to the condition that you execute a full release and waiver of all claims against the Company and related parties in a form acceptable to the Company and that such release be delivered to the Company and become irrevocable by a deadline specified by the Company (the "Release Deadline"), which deadline will be no later than 60 days following the cessation of your employment. Any payments and benefits that would otherwise be paid prior to the Release Deadline will accrue and be paid on the Release Deadline, provided the release has by then

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become irrevocable, and any remaining payment and benefits will thereafter be delivered as otherwise scheduled. However, if the Release Deadline is more than 30 days and your release becomes irrevocable before the Release Deadline, the Company may elect to pay (or commence to pay) such severance payments and benefits up to 30 days prior to the Release Deadline.

3. The fourth paragraph under the heading "Change in Control" is amended and restated in its entirety to read as follows:

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") and this letter agreement should be interpreted accordingly. However, the Company does not warrant the tax treatment of any amount payable to you.

The Letter Agreement, as amended by the foregoing changes, is hereby ratified and confirmed in all respects.

To acknowledge your agreement with the foregoing and your intent to be legally bound thereby, please sign this letter on the line provided below and return the executed version to me.

Sincerely,

Amicus Therapeutics, Inc.

By: /s/ John F. Crowley

Name: John F. Crowley

Title: Chairman and Chief Executive Officer

Accepted and Agreed:

/s/ David J. Lockhart

David J. Lockhart

Dated: April 18, 2013
