

**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): **May 16, 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))

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**Item 1.01. Entry into a Material Definitive Agreement.**

On May 16, 2013, Amicus Therapeutics, Inc. ("Amicus"), as Lessee, and AG/Touchstone TP, LLC ("AG/Touchstone"), as Lessor, entered into a Second Amendment to Lease Agreement (the "Lease Amendment") pursuant to which Amicus will continue to lease approximately 7,668 square feet of laboratory space for a small scale research facility in San Diego, California (the "Premises"). Amicus and AG/Touchstone entered into the original lease agreement for the Premises in September 2008. The term of the Lease Amendment begins upon expiration of the current lease for the Premises (October 1, 2013) and expires three years later on September 30, 2016. Amicus will pay monthly base rent of \$20,704, \$21,428 and \$22,178, respectively, in each of the three years of the Lease Amendment along with a proportional share of AG/Touchstone's monthly operating expenses, including real property taxes, for the building containing the Premises, subject to customary exceptions. The Lease may be earlier terminated by AG/Touchstone in the event that Amicus breaches the terms of the Lease and fails to cure such breach within the applicable cure period and under certain circumstances by Amicus in the event the Premises is damaged.

The foregoing description of the Lease Amendment is not complete and is qualified in its entirety by reference to the copy of the Lease Amendment filed as Exhibit 10.1 hereto and incorporated herein by reference.

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

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

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**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.

Date: May 22, 2013

By: /s/ Peter M. Macaluso  
Name: Peter M. Macaluso  
Title: Secretary

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to Lease Agreement dated as of May 16, 2013 by and between Amicus Therapeutics, Inc. and AG/Touchstone TP, LLC

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Second Amendment to Lease

This Amendment, dated May 16, 2013, is executed by (1) AG/Touchstone TP, LLC, a Delaware limited liability company (“**Lessor**”), and (2) Amicus Therapeutics, Inc., a Delaware corporation (“**Lessee**”). This Amendment is executed with reference to the following facts:

A. On or about September 11, 2008, Lessor and Lessee executed that certain Standard Multi-Tenant Office Lease—Net and Addendum to Lease, as Amended by the First Amendment on April 18, 2011 (**collectively, “the Lease”**) pertaining to the premises commonly known as 11099 North Torrey Pines Road, Suite 200, San Diego (La Jolla), California 92037 (**“the Premises”**).

B. The Term of the Lease expires September 30, 2013.

C. By this Amendment, the parties desire to extend the Term and amend the Lease, as provided below.

In consideration of the above recitals and the mutual agreements stated below, the parties agree:

1. Term Extension. The Term of the Lease is extended through September 30, 2016.

2. Base Rent. Base Rent for the extension period shall be as follows:

I.	October 1, 2013, through September 30, 2014	\$	20,703.60/mo.
II.	October 1, 2014, through September 30, 2015	\$	21,428.23/mo.
III.	October 1, 2015, through September 30, 2016	\$	22,178.21/mo.

3. Management Fee. The Management Fee is currently at 3% of base rent per the original lease, section 4.2.4. Landlord and Tenant agree to increase the Management Fee to 3.5%.

4. Common Area Limits. Section 4.2.6 of the Lease (Limit on Operating Expenses) is hereby deleted in its entirety.

5. Tenant Improvements. Landlord will provide Tenant with a Tenant Improvement Allowance in an amount up to \$30,000.00 to purchase and install a cold box room based on mutual agreement by both Tenant and Landlord on size, capacity, location and cost. Landlord shall pay all costs associated with the purchase and installation of the cold box room directly without invoicing Tenant.

6. General Provisions. The parties further agree:

6.1 Lessee’s Representations. Lessee hereby represents to Lessor:

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6.1.1 To Lessee knowledge, Lessor is not in default and has not been in default in the performance of Lessor’s obligations under the Lease, and no condition exists that with the passage of time or delivery of notice or both would constitute a default by Lessor under the terms of the Lease.

6.1.2 To Lessee knowledge, Lessee has no right, claim, or action for recovery against Lessor.

6.1.3 Lessee has not initiated any insolvency proceeding and has no present intention to initiate any insolvency proceeding.

6.2 Confirmation. Except as modified by this Amendment, the Lease is hereby ratified and confirmed.

6.3 Defined Terms. Defined (capitalized) terms used in this Amendment shall have the same meanings as in the Lease, except as otherwise provided herein.

Lessor:

AG/Touchstone TP, LLC,  
a Delaware limited liability company

By Touchstone Investments, Inc.,  
a California corporation, Its Manager

By           /s/ Gregory Erickson            
Gregory Erickson, President

Lessee:

Amicus Therapeutics, Inc.,  
a Delaware corporation

By           /s/ William D. Baird, III            
Title           Chief Financial Officer          

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