

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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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): October 7, 2009

Sucampo Pharmaceuticals, Inc.

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(Exact Name of Registrant as Specified in Charter)

Delaware

001-33609

30-0520478

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(State or Other Jurisdiction  
of Incorporation)

(Commission  
File Number)

(IRS Employer  
Identification No.)

4520 East-West Highway, Suite 300  
Bethesda, Maryland

20814

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(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code: (301) 961-3400

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(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 8.01. Other Events.**

### Director Compensation

On October 7, 2009, the board of directors (the “Board”) of Sucampo Pharmaceuticals, Inc. (“Sucampo”) adopted a new compensation program for Sucampo’s non-employee directors, effective as of October 7, 2009, which replaced the prior compensation program. A copy of such program is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Concurrently, on October 7, 2009, the Board also adopted and approved a new form of stock option agreement to be used for future stock option awards to non-employee directors, substantially in the form attached hereto as Exhibit 10.2 and incorporated herein by reference.

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

(d) Exhibits

10.1 Sucampo Pharmaceuticals, Inc. Compensation Program for Non-Employee Directors

10.2 Form of Nonstatutory Stock Option Agreement for Non-Employee Directors granted under the 2006 Stock Incentive Plan

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SIGNATURE

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.

SUCAMPO PHARMACEUTICALS, INC.

Date: October 7, 2009

By: /s/ JAN SMILEK

Name: Jan Smilek

Title: Chief Financial Officer

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Sucampo Pharmaceuticals, Inc. Compensation Program for Non-Employee Directors
10.2	Form of Nonstatutory Stock Option Agreement for Non-Employee Directors granted under the 2006 Stock Incentive Plan

## SUCAMPO PHARMACEUTICALS, INC.

**Compensation Program for Non-Employee Directors  
(Adopted on October 7, 2009)**

Each of the directors of Sucampo Pharmaceuticals, Inc. (the Company”) who is not an employee of the Company or any of its subsidiaries, not a spouse of such an employee, and not the beneficial owner, directly or indirectly, of more than 5% of the Company’s common stock (each referred to as a “Non-Employee Director”) shall receive the following compensation in respect of his or her service on the Company’s board of directors (the “Board”) and its committees:

**1. Annual Fees.**

- Each Non-Employee Director will receive an annual fee of \$55,000.
- Each Non-Employee Director will also receive an annual fee of \$12,500 for serving on the Audit Committee, \$10,000 for serving on the Compensation Committee, \$6,000 for serving on the Nominating and Corporate Governance Committee and, unless otherwise specified by the Board, \$12,500 for serving on any other committee of the Board.
- The chair of the Audit Committee will receive an additional annual fee of \$12,500, the chair of the Compensation Committee will receive an additional annual fee of \$5,000, the chair of the Nominating and Corporate Governance Committee shall receive an additional annual fee of \$4,000 and, unless otherwise specified by the Board, the chair of any other committee of the Board will receive an additional annual fee of \$12,500.
- The Lead Director, if there shall be one, shall receive an additional annual fee of \$10,000.
- Each annual fee shall be payable in monthly installments to each Non-Employee Director who is serving on the Board or in the respective role described above on the date of the payment.
- The Non-Employee Directors shall not be entitled to any additional compensation on a per-meeting basis.

**2. Reimbursement of Expenses.** Each Non-Employee Director will be reimbursed for reasonable travel and other expenses in connection with attending meetings of the Board and any committee on which he or she serves.

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**3. Initial Stock Option Grant.** Each Non-Employee Director will receive an option to purchase 30,000 shares of the Company's Class A Common Stock on the day on which he or she is initially elected to the Board or, in the case of the existing Non-Employee Directors serving on the date this compensation program for non-employee directors is adopted, on such date. Subject to the Non-Employee Director's continued service as a director, the option will vest in 12 equal installments at the end of each successive three-month period following the grant date through the third anniversary of the grant date. The exercise price of the option will be equal to the fair market value of the Class A Common Stock on the date of grant.

**4. Annual Stock Option Grant.** On the date of each annual meeting of stockholders of the Company, each Non-Employee Director who is elected as a director at such meeting will receive an option to purchase 20,000 shares of the Company's Class A Common Stock. Subject to the Non-Employee Director's continued service as a director, the option will vest in 12 equal installments at the end of each successive one-month period following the grant date through the first anniversary of the grant date. The exercise price of the option will be equal to the fair market value of the Class A Common Stock on the date of grant.

**5. Other Option Terms.** All of the options described in paragraphs 3 and 4 shall be granted under the Company's 2006 Stock Incentive Plan and shall be on the form of Nonstatutory Stock Option Agreement for Non-Employee Directors approved from time to time by the Board and filed with the Securities and Exchange Commission, which form shall provide among other things that the options will vest immediately in full upon a change of control of the Company and that the exercise period will extend for one year following the end of the director's service.

Nonstatutory Stock Option Agreement  
for Non-Employee Directors  
Granted Under 2006 Stock Incentive Plan

**Grant of Option.**

This agreement evidences the grant by Sucampo Pharmaceuticals, Inc., a Delaware corporation (the "Company"), on \_\_\_\_\_, 200\_\_ (the "Grant Date") to \_\_\_\_\_, a director of the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2006 Stock Incentive Plan (the "Plan"), a total of \_\_\_\_\_ shares (the "Shares") of Class A common stock, \$0.01 par value per share, of the Company ("Common Stock") at \$\_\_\_\_\_ per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on the tenth anniversary of the Grant Date (the "Final Exercise Date").

It is intended that the option evidenced by this agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

**Vesting Schedule.**

This option will become exercisable ("vest") [*initial grants*: as to one twelfth (1/12) of the Shares (rounded up the nearest whole number of Shares) at the end of every three-month period following the Grant Date, becoming fully vested on the third anniversary of the Grant Date] [*annual grants*: as to one twelfth (1/12) of the Shares (rounded up the nearest whole number of Shares) at the end of every one-month period following the Grant Date, becoming fully vested on the first anniversary of the Grant Date]. Notwithstanding the foregoing, this option shall vest in full immediately prior to the occurrence of a Change of Control Event (as defined in Section 8) with respect to the Company.

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

**Exercise of Option.**

**Form of Exercise.** Each election to exercise this option shall be in writing, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

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**Continuous Relationship with the Company Required.** Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, a director of the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an “Eligible Participant”).

**Termination of Relationship with the Company.** If the Participant ceases to be an Eligible Participant for any reason, then the right to exercise this option shall terminate one year after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation.

**Agreement in Connection with Public Offering.**

The Participant agrees, in connection with any underwritten public offering of the Company’s securities pursuant to a registration statement under the Securities Act, (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Participant (other than those shares included in the offering) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company’s securities for a period of 90 days from the effective date of such registration statement, and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering.

**Withholding.**

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

**Nontransferability of Option.**

This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

**Provisions of the Plan.**

This option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this option.

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8. Change of Control Events.

A “Change of Control Event” shall mean:

(a) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 25% or more of either (x) the then-outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (y) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control Event: (1) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (2) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, (3) any acquisition by any corporation pursuant to a Business Combination (as defined below) which complies with clauses (x) and (y) of subsection (c) of this definition, (4) any acquisition by Sachiko Kuno or Ryuji Ueno (Dr. Kuno and Dr. Ueno being referred to as the “Founders”) or (5) any acquisition by a trust of which either or both Founders are the sole trustees or otherwise control all decisions regarding the voting of any shares of Company stock held by such trust, provided that such trust is established solely for the benefit of (A) either or both Founders, (B) either Founder’s children, parents, uncles, aunts, siblings and descendants of such siblings or grandchildren and descendants of such grandchildren, (C) the estates of any of the foregoing individuals; or

(b) such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (x) who was a member of the Board on the date of the initial adoption of the Plan by the Board or (y) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (y) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(c) the consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (x) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more subsidiaries) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively, immediately prior to such Business Combination and (y) no Person (excluding the Acquiring Corporation or any employee benefit plan (or related trust) maintained or sponsored by the Company or by the Acquiring Corporation) beneficially owns, directly or indirectly, 25% or more of the then-outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

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(d) the consummation of any other transaction that is a “Rule 13e-3 transaction” as defined in Rule 13e-3(a)(3) under the Exchange Act.

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

SUCAMPO PHARMACEUTICALS, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**PARTICIPANT'S ACCEPTANCE**

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2006 Stock Incentive Plan.

PARTICIPANT:

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_