

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): December 9, 2008

Sucampo Pharmaceuticals, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

001-33609

13-3929237

(State or Other Juris-
diction of Incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

4520 East-West Highway, Suite 300
Bethesda, Maryland

20814

(Address of Principal Executive Offices)

(Zip Code)

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

(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))

Item 1.01 Entry into a Material Definitive Agreement.

Holding Company Reorganization

On December 9, 2008, the Board of Directors (the “Board”) of Sucampo Pharmaceuticals, Inc., a Delaware corporation (the “Company”), approved a reorganization of the Company’s corporate structure into a holding company structure (the “Reorganization”). The Board approved the Reorganization in order to provide the Company with a more efficient corporate structure.

The Company intends to effect the Reorganization pursuant to an Agreement and Plan of Reorganization (the “Merger Agreement”) by and among the Company, a newly created, wholly owned subsidiary (“Holdco”) and a newly created, wholly owned subsidiary of Holdco (“Merger Sub”). In accordance with the terms of the Merger Agreement:

- the Company will merge with Merger Sub, with the Company as the surviving corporation;
- the Company will thereafter be a wholly owned subsidiary of Holdco, which will become the publicly traded company;
- each share of the Company’s Class A common stock, par value \$0.01 per share, issued and outstanding immediately prior to the Reorganization will automatically be converted into one fully paid and nonassessable share of Class A common stock, par value \$0.01 per share, of Holdco, having the same designations, rights, powers and preferences, and qualifications, limitations and restrictions as the Company’s Class A common stock;
- each share of the Company’s Class B common stock, par value \$0.01 per share, issued and outstanding immediately prior to the Reorganization will automatically be converted into one fully paid and nonassessable share of Class B common stock, par value \$0.01 per share, of Holdco, having the same designations, rights, powers and preferences, and qualifications, limitations and restrictions as the Company’s Class B common stock;
- each of the Company’s equity incentive plans, including the Company’s Amended and Restated 2001 Stock Incentive Plan, the Company’s Amended and Restated 2006 Stock Incentive Plan and the Company’s 2006 Employee Stock Purchase Plan (collectively, the “Plans”), will be assumed by Holdco and all stock options outstanding under the Plans will become options to acquire Class A common stock of Holdco on the same terms ;
- certain of the Company’s material agreements, including compensatory arrangements with named executive officers and indemnification agreements with its officers and directors, will be assumed by Holdco;
- the Company’s obligations, if any, under its 2008 bonus program for its executive officers will be assumed by Holdco;
- immediately following the Reorganization, the Company will make a special distribution of its interest in its two wholly owned subsidiaries, Sucampo Pharma, Ltd. and Sucampo Pharma Europe Ltd., to Holdco;
- the Company will change its name to Sucampo Pharma Americas, Inc.; and
- Holdco will change its name to Sucampo Pharmaceuticals, Inc.

As a result of the Reorganization, the Company will be the successor to Merger Sub, Merger Sub will cease to exist, and the Company will be a direct, wholly owned subsidiary of Holdco, the new parent holding company. Sucampo Pharma, Ltd., and Sucampo Pharma Europe Ltd. will also become direct, wholly owned subsidiaries of Holdco.

The business, management, directors and the rights and limitations of stockholders of Holdco following the Reorganization will be identical to the business, management, directors and the rights and limitations of stockholders of the Company immediately preceding the Reorganization.

The Class A common stock of the Holdco will continue to be listed on the Nasdaq Global Market under the symbol “SCMP” following the Reorganization. Stock certificates representing the Class A common stock of the Company before the Reorganization will continue to represent the Class A common stock of Holdco after the reorganization. Accordingly, stockholders will not need to take any action to exchange their certificates.

The Company expects the Reorganization to qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and, as a result, the stockholders of the Company will not recognize gain or loss for United States federal income tax purposes.

The Company intends to effect the Reorganization without a stockholder vote pursuant to Section 251(g) of the Delaware General Corporation Law, which provides for the formation of a holding company without a vote of the stockholders of the constituent corporations.

The Reorganization will not become effective until the Company, Merger Sub and Holdco enter into the Merger Agreement and the Company files a certificate of merger with the Secretary of State of the State of Delaware. The Board has authorized the Company to take such actions. The Company expects to consummate the Reorganization on or about December 29, 2008.

Amended and Restated Indemnification Agreements

On December 9, 2008, the Board approved amended and restated indemnification agreements between the Company and each of its directors who are not employees or spouses of employees ("non-employee directors"). Currently, the following members of the Board are non-employee directors: Anthony C. Celeste, Andrew J. Ferrara, Timothy I. Maudlin, V. Sue Molina and John C. Wright.

The Company expects to enter into an amended and restated indemnification agreement with each of the current non-employee directors prior to the consummation of the Reorganization.

The amended and restated indemnification agreements, among other things, will provide that the Company will indemnify the respective directors to the fullest extent permitted by law for claims arising in his or her capacity as a director of the Company or any of its subsidiaries. The amended and restated indemnification agreements will also establish the procedures that will apply in the event the respective director makes a claim for indemnification. Each of the amended and restated indemnification agreements will be assumed by Holdco in connection with the Reorganization, as will the existing indemnification agreements with the Company's officers.

A copy of the form of amended and restated indemnification agreement to be entered into with the Company's non-employee directors is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K, and the summary description of that agreement set forth above is qualified in its entirety by reference to the complete agreement as filed.

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

Election of Director

On December 9, 2008, the Board increased the number of directors constituting the Board to eight and appointed Sachiko Kuno, Ph.D. to fill the resulting vacancy on the Board effective immediately prior to the consummation of the Reorganization.

Dr. Kuno co-founded the Company together with her spouse, Ryuji Ueno, M.D., Ph.D., Ph.D., the Company's Chairman of the Board, Chief Executive Officer and Chief Scientific Officer. Dr. Kuno served as a member of the Board from December 1996, President of the Company from July 2004 and Chair of the Board from September 2006, in each case through May 31, 2007. Dr. Kuno also served as Chief Executive Officer of the Company from December 1996 to November 2000 and again from July 2004 to September 2006. Since June 2007, Dr. Kuno has continued to work as a part-time employee of the Company.

Dr. Kuno, age 54, received her Bachelors degree in Biochemistry and her Masters degree and Ph.D. in Industrial Biochemistry from Kyoto University.

Drs. Ueno and Kuno directly or indirectly own a majority of the capital stock of R-Tech, Ltd. ("R-Tech"), a Japanese pharmaceutical manufacturer, and all of the capital stock of Sucampo AG, a Swiss patent holding company. As discussed in more detail in prior filings, the Company has exclusive supply arrangements with R-Tech to provide clinical and commercial supplies of its approved product, AMITIZA, and clinical supplies of two of its product candidates, cobiprostone and SPI-107. The Company also holds an exclusive royalty-bearing license from Sucampo AG, which holds all the patents related to the Company's products and product candidates, to develop and commercialize AMITIZA and other prostone compounds. Drs. Ueno and Kuno indirectly hold all of the Company's class B common stock and are significant holders of its class A common stock. R-Tech is a significant holder of the Company's class A common stock.

There are no arrangements or understandings between Dr. Kuno and any other persons pursuant to which Dr. Kuno was selected as a director.

Appointment of Chief Financial Officer

On December 9, 2008, the Board appointed Jan Smilek as Chief Financial Officer, effective immediately.

Mr. Smilek, age 42, has served as the Company's Acting Chief Financial Officer since August 1, 2008, and as its Chief Accounting Officer since June 5, 2008. Mr. Smilek joined the Company in February 2008 as Vice President of Finance and Corporate Controller.

From January 2006 to February 2008, Mr. Smilek was Senior Director of Finance for Vanda Pharmaceuticals Inc. and from January 2005 to January 2006, he was Senior Director of Finance with McGraw-Hill Companies. From 1991 to 2005, he worked for PricewaterhouseCoopers LLP, most recently as senior manager.

Mr. Smilek is a certified public accountant and is a graduate of the School of Economics, Bratislava, Slovakia and holds an International Executive M.B.A. degree from Georgetown University, McDonough School of Business.

Compensatory Arrangements of Certain Officers

To the extent required by Item 5.02(d) of Form 8-K, the information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference.

Item 7.01 Regulation FD Disclosure.

The press release issued on December 11, 2008 announcing the Reorganization, the appointments of Dr. Kuno and Mr. Smilek, and the Repurchase Program (as defined below) is attached as Exhibit 99.1 to this Current Report on Form 8-K.

The information in Item 7.01 of this Current Report on Form 8-K (including Exhibit 99.1) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

On December 9, 2008, the Board authorized a stock repurchase program (the “Repurchase Program”). Under the program, the Company may use up to \$10 million to purchase shares of its Class A common stock from time to time in open-market transactions, depending on market conditions and other factors. Any repurchased shares will be available for use in connection with the Company’s Plans and for other corporate purposes.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Form of Amended and Restated Indemnification Agreement for non-employee directors.

The following exhibit relating to Item 7.01 shall be deemed to be furnished, and not filed:

99.1 Press Release issued by the Company on December 11, 2008.

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: December 11, 2008

By: /s/ JAN SMILEK
Name: Jan Smilek
Title: Chief Financial Officer

**AMENDED AND RESTATED
INDEMNIFICATION AGREEMENT**

AMENDED AND RESTATED INDEMNIFICATION AGREEMENT (this “*Agreement*”) dated as of December ____, 2008 by and between Sucampo Pharmaceuticals, Inc. (the “*Company*”), a Delaware corporation, and _____ (“*Indemnitee*”):

WHEREAS, competent persons are reluctant to serve a corporation as a director or in another capacity unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of corporations;

WHEREAS, the Board of Directors of the Company has determined that the ability to attract and retain such persons is in the best interests of the Company’s stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future; and

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified; and

WHEREAS, Indemnitee has an existing Indemnification Agreement with the Company dated _____, 200__ (the “*Existing Agreement*”) and the Indemnitee and the Company desire to amend and restate the Existing Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to amend and restate the Existing Agreement in its entirety as follows:

1. **Definitions.** For purposes of this Agreement the following terms shall have the meanings set forth below:

(a) “*Board*” shall mean the Board of Directors of the Company.

(b) “*Change of Control*” shall mean any of the following events:

(i) Unless approved by the affirmative vote of at least two-thirds of those members of the Board who are in office immediately prior to the event(s) and who are not employees of the Company:

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(A) the merger or consolidation of the Company with, or the sale of all or substantially all of the assets of the Company to, any person or entity or group of associated persons or entities; or

(B) the acquisition of direct or indirect beneficial ownership in the aggregate of securities of the Company representing twenty percent (20%) or more of the total combined voting power of the Company's then issued and outstanding securities by any person or entity, or group of associated persons or entities acting in concert, not affiliated (within the meaning of the Securities Act of 1933) with the Company as of the date of this Agreement; or

(C) approval by the stockholders of the Company of any plan or proposal for the liquidation or dissolution of the Company; or

(ii) A change in the composition of the Board at any time during any consecutive 24-month period such that the "Continuing Directors" cease for any reason to constitute at least a seventy percent (70%) majority of the Board. For purposes of this clause (ii), "Continuing Directors" means those members of the Board who either:

(A) were members of the Board at the beginning of such consecutive 24-month period; or

(B) were elected by, or on the nomination or recommendation of, at least a two-thirds majority (consisting of at least five directors) of the then-existing Board.

(c) "*Corporate Status*" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the express written request of the Company.

(d) "*Disinterested Director*" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "*Enterprise*" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(f) "*Expenses*" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with

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prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in a Proceeding.

(g) “*Good Faith*” shall mean Indemnitee having acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal Proceeding, having had no reasonable cause to believe Indemnitee’s conduct was unlawful.

(h) “*Independent Counsel*” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “*Independent Counsel*” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(i) “*Proceeding*” includes any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other actual, threatened or completed proceeding whether civil, criminal, administrative or investigative, other than one initiated by Indemnitee. For purposes of the foregoing sentence, a “*Proceeding*” shall not be deemed to have been initiated by Indemnitee where Indemnitee seeks pursuant to Section 9 of this Agreement to enforce Indemnitee’s rights under this Agreement.

2. Term of Agreement. This Agreement shall continue until and terminate upon the later of: (a) 10 years after the date that Indemnitee has ceased to serve as a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which Indemnitee served at the express written request of the Company or (b) the final termination of all pending Proceedings in respect of which Indemnitee is granted rights of indemnification or advancement of expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 9 of this Agreement relating thereto. In addition, no legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against Indemnitee, Indemnitee’s estate, spouse, heirs, executors or personal or legal representatives after the expiration of five (5) years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five (5) year period; *provided, however*, that if any shorter period of limitations is otherwise applicable to any such cause of action, such shorter period shall govern.

3. Services by Indemnitee, Notice of Proceedings.

(a) Services. Indemnitee agrees to serve as a director of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law).

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(b) Notice of Proceeding. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter that may be subject to indemnification or advancement of Expenses covered hereunder.

4. Indemnification.

(a) In General. In connection with any Proceeding, the Company shall indemnify and advance Expenses to Indemnitee as provided in this Agreement and to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may thereafter from time to time permit.

(b) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 4(b) if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to any Proceeding, other than a Proceeding by or in the right of the Company. Indemnitee shall be indemnified against Expenses, judgments, penalties, fines and amounts paid in settlements actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in Good Faith including without limitation, any and all losses, claims, damages, expenses and liabilities, joint or several (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit, proceeding or any claim asserted) under the Securities Act of 1933, the Securities Exchange Act of 1934, as amended (the "Exchange Act of 1934") or other federal or state statutory law or regulation, at common law or otherwise or which relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the Company or to any fiduciary obligation owed with respect thereto or as a direct or indirect result of any Proceeding or any claim, issue or matter therein made by any stockholder of the Company against Indemnitee and arising out of or related to any round of financing of the Company (including but not limited to Proceedings or any claims, issues or matters therein regarding non-participation, or non-pro rata participation, in such round by such stockholder), or made by a third party against Indemnitee based on any misstatement or omission of a material fact by the Company in violation of any duty of disclosure imposed on the Company by federal or state securities or common laws.

(c) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 4(c) if, by reason of Indemnitee's Corporate Status, Indemnitee is or is threatened to be made a party to any Proceeding brought by or in the right of the Company to procure a judgment in its favor. Indemnitee shall be indemnified against Expenses, judgments, penalties and amounts paid in settlement, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding if Indemnitee acted in Good Faith. Notwithstanding the foregoing, no such indemnification shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged, in a final, nonappealable determination, to be liable to the Company if

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applicable law prohibits such indemnification; *provided, however*, that, if applicable law so permits, indemnification shall nevertheless be made by the Company in such event if and only to the extent that the Court of Chancery of the State of Delaware, or the court in which such Proceeding shall have been brought or is pending, shall determine.

(d) Indemnification of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified to the maximum extent permitted by law against all Expenses, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee to the maximum extent permitted by law, against all Expenses, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 4(d) and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter, so long as there has been no finding (either adjudicated or pursuant to Section 6) that Indemnitee did not act in Good Faith.

(e) Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness in any Proceeding, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

(f) Assumption of Defense and Settlement. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding as to which the Indemnitee gives notice to the Company of the commencement thereof:

(1) the Company will be entitled to participate therein at its own expense;

(2) the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. If the Company assumes the defense of the Indemnitee, it shall notify the Indemnitee, and after the Indemnitee receives such notice, the Company shall not be liable to the Indemnitee under this Agreement for any Expenses incurred by the Indemnitee after the date such notice was received. The Indemnitee shall be entitled to employ Indemnitee's own counsel at Indemnitee's own expense. Nevertheless, the Company shall pay for Indemnitee's own counsel if (1) the Company agrees to do the same, (2) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee regarding the defense of such action, or (3) the

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Company shall not in fact have employed counsel promptly to assume the defense of the Proceeding. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee regarding the defense of such Proceeding; and

(3) the Company shall not be liable to the Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding unless the Company consents to such settlement. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Company nor the Indemnitee will unreasonably withhold or condition their consent to any proposed settlement.

(g) Contribution.

(1) Notwithstanding any other provision of this Agreement, if the indemnification provided for in this Section 4 for any reason is held by a court of competent jurisdiction to be unavailable to Indemnitee in respect of any losses, claims, damages, Expenses or liabilities referred to therein, then the Company, in lieu of indemnifying Indemnitee thereunder, shall contribute to the amount paid or payable by Indemnitee as a result of such losses, claims, damages, Expenses or liabilities

(A) in such proportion as is appropriate to reflect the relative benefits received by the Company and Indemnitee; or

(B) if the allocation provided by clause (A) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (A) above but also the relative fault of the Company and Indemnitee in connection with the action or inaction which resulted in such losses, claims, damages, Expenses or liabilities, as well as any other relevant equitable considerations.

(2) In connection with the registration of the Company's securities, the relative benefits received by the Company and Indemnitee shall be deemed to be in the same respective proportions that the net proceeds from the offering (before deducting expenses) received by the Company and Indemnitee, in each case as set forth in the table on the cover page of the applicable prospectus, bear to the aggregate public offering price of the securities so offered. The relative fault of the Company and Indemnitee shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such

statement or omission. The Company and Indemnitee agree that it would not be just and equitable if contribution pursuant to this Section 4(g) were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraphs .

(3) In connection with the registration of the Company's securities, in no event shall Indemnitee be required to contribute any amount under this Section 4(g) in excess of the lesser of:

(A) that proportion of the total of such losses, claims, damages, Expenses or liabilities indemnified against equal to the proportion of the total securities sold under such registration statement which is being sold by Indemnitee; or

(B) the proceeds received by Indemnitee from its sale of securities under such registration statement.

(4) Persons found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933) shall only be entitled to contribution from any person who was found guilty of such fraudulent misrepresentation.

5. Exceptions

Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement:

(a) Claims Under Section 16(b). To indemnify Indemnitee for expenses and the payment of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Exchange Act of 1934 or any similar successor statute; or

(b) Unlawful Indemnification. To indemnify Indemnitee if a final, nonappealable decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful.

6. Advancement of Expenses. Notwithstanding any provision to the contrary in Section 7, the Company shall advance all reasonable Expenses which, by reason of Indemnitee's Corporate Status, were incurred by or on behalf of Indemnitee in connection with any Proceeding, within 20 days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall be preceded or accompanied by an undertaking by or on behalf of Indemnitee to repay any Expenses if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advance and undertakings to repay pursuant to this Section 6 shall be unsecured and interest free.

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7. Procedures for Determination of Entitlement to Indemnification.

(a) Initial Request. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall promptly advise the Board in writing that Indemnitee has requested indemnification.

(b) Method of Determination. A determination (if required by applicable law) with respect to Indemnitee's entitlement to indemnification shall be made as follows:

(1) if a Change in Control has occurred, unless Indemnitee shall request in writing that such determination be made in accordance with clause (2) of this Section 7(b), the determination shall be made by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee;

(2) if a Change of Control has not occurred, the determination shall be made by the Board by a majority vote of Disinterested Directors, even though less than a quorum. In the event that there are no Disinterested Directors or if such Disinterested Directors so direct, the determination shall be made by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee.

(c) Selection, Payment, Discharge, of Independent Counsel. In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 7(b) of this Agreement, the Independent Counsel shall be selected, paid and discharged in the following manner:

(1) If a Change of Control has not occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected.

(2) If a Change of Control has occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event clause (1) of this Section 7(c) shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected.

(3) Following the initial selection described in clauses (1) and (2) of this Section 7(c), Indemnitee or the Company, as the case may be, may, within seven days after such written notice of selection has been given, deliver to the other party a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in this Agreement, and the objection shall set forth with particularity the factual basis of such assertion.

Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is made, the Independent Counsel so selected may not serve as Independent Counsel unless and until a court has determined that such objection is without merit.

(4) Either the Company or Indemnitee may petition any court of competent jurisdiction if the parties have been unable to agree on the selection of Independent Counsel within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 7(a) of this Agreement. Such petition may request a determination whether an objection to the party's selection is without merit and/or seek the appointment as Independent Counsel of a person selected by the Court or by such other person as the Court shall designate. A person so appointed shall act as Independent Counsel under Section 7(b) of this Agreement.

(5) The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to this Agreement, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 7(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(6) Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 9(c) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) Cooperation. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification under this Agreement, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(e) Payment. If it is determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 10 days after such determination.

8. Presumptions and Effect of Certain Proceedings.

(a) Burden of Proof. In making a determination with respect to entitlement to Indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 7(a), and the Company shall have the burden of proof to overcome that presumption in

connection with the making by any person, persons or entity of any determination contrary to that presumption.

(b) Effect of Other Proceedings. The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in Good Faith.

(c) Reliance as Safe Harbor. For purposes of any determination of Good Faith, Indemnitee shall be deemed to have acted in Good Faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 8(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(d) Actions of Others. The knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

9. Remedies of Indemnitee.

(a) Application. This Section 9 shall apply in the event of a Dispute. For purposes of this article, "Dispute" shall mean any of the following events:

- (1) a determination is made pursuant to Section 7 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement;
- (2) advancement of Expenses is not timely made pursuant to Section 6 of this Agreement;
- (3) if the determination of entitlement to be made pursuant to Section 7(b) of this Agreement is to be made by the Board and the Board has not made such determination within 30 days after receipt by the Company of the request for indemnification;
- (4) if the determination of entitlement to be made pursuant to Section 7(b) of this Agreement is to be made by Independent Counsel and Independent Counsel has not made such determination within 60 days after receipt by the Company of the request for indemnification;

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(5) payment of indemnification is not made pursuant to Section 4(e) of this Agreement within 10 days after receipt by the Company of a written request therefor; or

(6) payment of indemnification is not made within 10 days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 7 of this Agreement.

(b) Adjudication. In the event of a Dispute, Indemnitee shall be entitled to an adjudication in an appropriate court in the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 9(b). The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(c) De Novo Review. In the event that a determination shall have been made pursuant to Section 7 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 9 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any such proceeding or arbitration, the Company shall have the burden of proving that Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(d) Company Bound. If a determination shall have been made or deemed to have been made pursuant to Section 7 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading in connection with the request for indemnification or (ii) a prohibition of such indemnification under applicable law.

(e) Procedures Valid. The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 9 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all of the provisions of this Agreement.

(f) Expenses of Adjudication. In the event that Indemnitee, pursuant to this Section 9, seeks a judicial adjudication of or an award in arbitration to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all expenses (of the types described in the definition of

Expenses in this Agreement) actually and reasonably incurred by Indemnitee in such adjudication or arbitration, but only if Indemnitee prevails therein. If it shall be determined in such adjudication or arbitration that Indemnitee is entitled to receive part but not all of the indemnification or advancement of expenses sought, the expenses incurred by Indemnitee in connection with such adjudication or arbitration shall be appropriately prorated.

10. Non-exclusivity, Insurance, Subrogation.

(a) Non-Exclusivity. The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration, rescission or replacement of this Agreement or any provision hereof shall be effective as to Indemnitee with respect to any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration, rescission or replacement.

(b) Insurance. The Company may maintain an insurance policy or policies against liability arising out of this Agreement or otherwise.

(c) Subrogation. In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) No Duplicative Payment. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

11. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

(b) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any

applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors and permitted assigns. The Company shall not assign any of its obligations hereunder without the express prior written consent of the Indemnitee. For the avoidance of doubt, a merger or consolidation of the Company with or into another entity shall not be deemed an assignment hereunder if the surviving party to such transaction succeeds to the obligations of this Agreement by operation of law. Notwithstanding anything herein to the contrary, if any person or entity acquires all or substantially all of the business or assets of the Company in a transaction approved by the Board, the Company may assign its obligations hereunder to such person or entity without the consent of the Indemnitee.

(e) Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

(f) Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

If to the Company:

Ryuji Ueno, M.D., Ph.D., Ph.D.
Chief Executive Officer, Chief Scientific Officer and
Chair of the Board of Directors
c/o Sucampo Pharmaceuticals, Inc.
4520 East-West Highway
Suite 300
Bethesda, MD 20814

If to the Indemnitee:

Any party may change the address set forth above by notice to each other party given as provided herein.

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Outside Director Indemnification Agreement

(g) Headings. The headings and any table of contents contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(h) Governing Law. **ALL MATTERS RELATING TO THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS THEREOF.**

(i) Third-Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities of any nature whatsoever.

(j) Jurisdiction and Venue. **THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR STATE COURT SITTING IN DELAWARE, AND EACH PARTY CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IF ANY PARTY COMMENCES ANY ACTION UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT IN ANOTHER JURISDICTION OR VENUE, ANY OTHER PARTY TO THIS AGREEMENT SHALL HAVE THE OPTION OF TRANSFERRING THE CASE TO THE ABOVE-DESCRIBED VENUE OR JURISDICTION OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.**

(k) Remedies. The parties agree that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may, in its discretion, apply to any court of law or equity of competent jurisdiction for specific performance and injunctive relief in order to enforce or prevent any violations this Agreement, and any party against whom such proceeding is brought hereby waives the claim or defense that such party has an adequate remedy at law and agrees not to raise the defense that the other party has an adequate remedy at law.

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Sucampo Pharmaceuticals, Inc.
Outside Director Indemnification Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph.

SUCAMPO PHARMACEUTICALS, INC.

By: _____

Name: _____

Its: _____

INDEMNITEE

[Name of Indemnitee]

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Contact:
Kate de Santis
Sucampo Pharmaceuticals, Inc.
+1-240-223-3834
Or
John Woolford
Westwicke Partners, LLC
+1-443-213-0506
john.woolford@westwickepartners.com

**Sucampo Strengthens Corporate Structure, Board and Management
Team; Approves Stock Buy-Back**

*Holding Company Structure Approved
Sachiko Kuno, Ph.D., Appointed to Board of Directors
Jan Smilek Named Chief Financial Officer
Stock Buy Back Authorized Up to \$10 Million*

Bethesda, Maryland, December 11, 2008 — Sucampo Pharmaceuticals, Inc. (NASDAQ: SCMP) today announced that its Board of Directors has approved four actions to strengthen Sucampo: implementing a holding company structure; appointing Sachiko Kuno, Ph.D., to the Board of Directors; promoting Jan Smilek as Chief Financial Officer; and, approving a stock buy-back of up to \$10 million. The business operations of the company and its subsidiaries will not change as a result of the new holding company structure.

Ryuji Ueno, M.D., Ph.D., Ph.D., Co-Founder, Chairman and Chief Executive Officer, said, "I am pleased we are making these changes. Sucampo's financial position is sound, AMITIZA sales are strong and our R&D pipeline is advancing. The recent positive results in the phase 2B study of AMITIZA in Japan and AMITIZA's progress at the regulatory agencies in Europe have facilitated our discussions with potential partners in Japan, Europe and other countries. I believe that these changes will strengthen our ability to achieve Sucampo's corporate objectives and further Sucampo's success."

[Holding Company Structure Approved](#)

The Board of Directors approved a reorganization of Sucampo's corporate structure into a holding company structure. The business, management, directors and the rights and limitations of the stockholders of the holding company following the reorganization will be identical to the business, management, directors and the rights and limitations of the stockholders of the company immediately preceding the reorganization. The primary purpose of the reorganization is to create a more efficient corporate structure. This reorganization is anticipated to close before the end of this year.

In the reorganization, Sucampo Pharmaceuticals, Inc. will become a wholly owned subsidiary of a newly formed holding company, which will become the publicly traded company. Each share of Sucampo Pharmaceuticals stock will be automatically converted into equivalent shares of the holding company with the same rights and privileges as the converted shares. Stock certificates representing shares of Sucampo Pharmaceuticals will automatically represent shares of the new holding company following the reorganization without any further action on the part of stockholders.

Immediately after the reorganization, Sucampo Pharmaceuticals will distribute to the new holding company the stock of its two wholly owned subsidiaries, Sucampo Pharma Ltd. and Sucampo Pharma Europe Ltd. As a result, those two companies will also be wholly owned subsidiaries of the new holding company. Sucampo Pharmaceuticals will be renamed Sucampo Pharma Americas, Inc. and the holding company will succeed to the name Sucampo Pharmaceuticals, Inc.

The final corporate structure will consist of a public holding company named Sucampo Pharmaceuticals, Inc., which will have three wholly owned subsidiaries: Sucampo Pharma Ltd., based in Tokyo and Osaka, Japan, in which the enterprise will conduct its Asian operations; Sucampo Pharma Americas, Inc., based in Bethesda, Maryland, in which it will conduct operations in North and South America; and Sucampo Pharma Europe Ltd., based in Oxford, U.K., and Basel, Switzerland, in which it will conduct operations in Europe and the rest of the world.

Ryuji Ueno, M.D., Ph.D., Ph.D., said, "We are implementing this new holding company structure in order to align the corporate structure of the company with the realities of the operation of our business. We anticipate that this will facilitate international operations and corporate planning in the future."

Dr. Sachiko Kuno Appointed to Board of Directors

Sucampo Pharmaceuticals also announced today that its Board of Directors appointed Sachiko Kuno, Ph.D., as a member of the Board of Directors, to be effective at the time of the completion of the holding company reorganization. Dr. Kuno is a co-founder of Sucampo and previously served as the Chief Executive Officer of Sucampo Pharmaceuticals from 1996 until November 2000 and from June 2004 until September 2006. She also served as a member of the Board of Directors until May 2007. Since then, Dr. Kuno has served as International Business Advisor to Sucampo. Dr. Kuno also is a co-owner of R-Tech Ueno, Ltd., an affiliated company, since 1992, and a co-owner of Sucampo AG, an affiliated company, since April 1998. Dr. Kuno received her Bachelors degree in Biochemistry and her Masters degree and Ph.D. in Industrial Biochemistry from Kyoto University. She continued her research at the Technical University of Munich and has completed coursework in International Business Management at Georgetown University.

Ryuji Ueno, M.D., Ph.D., Ph.D., said, “We are pleased that Dr. Kuno is rejoining our Board of Directors. She is a creative thinker and innovator who has substantial international business development, marketing and management expertise. We look forward to continuing to benefit from her business experience and keen insights as we discuss the formation of new international marketing and commercialization agreements with potential partners for AMITIZA. We also expect to benefit from her deep familiarity with our two clinical stage and six pre-clinical stage compounds now in development. We are delighted to welcome her back to our Board of Directors.”

Jan Smilek Named Chief Financial Officer

Sucampo Pharmaceuticals Inc. also announced today that its Board of Directors named Jan Smilek to the position of Chief Financial Officer. Mr. Smilek has been Acting Chief Financial Officer since August 1, 2008. He reports directly to Ryuji Ueno, M.D., Ph.D., Ph.D., CEO of Sucampo Pharmaceuticals. Mr. Smilek joined Sucampo Pharmaceuticals in February 2008 as Vice President of Finance and Corporate Controller. Prior to joining Sucampo, he was the Senior Director of Finance at Vanda Pharmaceuticals since January 2006. Before that, he was Senior Director of Financial Reporting, Analysis and General Accounting at McGraw-Hill Companies from January 2005 to January 2006. Previously, he had worked at PricewaterhouseCoopers, LLP for 13 years, beginning in 1991, in Prague, Miami and Washington, D.C. Mr. Smilek is a Certified Public Accountant in the U.S. and is a graduate of the School of Economics, Bratislava, Slovakia, and holds an International Executive M.B.A. degree from Georgetown University, McDonough School of Business.

Ryuji Ueno, M.D., Ph.D., Ph.D., said, “I am pleased that Jan Smilek has been named CFO of Sucampo Pharmaceuticals. With his knowledge of Sucampo, strong financial acumen and international experience, he has proven himself to be highly capable in this position.”

Stock Buy Back Authorized

Sucampo Pharmaceuticals also announced today that its Board of Directors authorized a stock repurchase program. Under the program, the Company may use up to \$10 million to purchase shares of its Class A common stock from time to time in open-market transactions, depending on market conditions and other factors. Any repurchased shares will be available for use in connection with the Company’s plans and for other corporate purposes.

Ryuji Ueno, M.D., Ph.D., Ph.D., said, “We believe that the repurchase program is a good investment of available funds and underscores our commitment to enhancing stockholder value.”

About Sucampo Pharmaceuticals

Sucampo Pharmaceuticals, Inc., an international biopharmaceutical company based in Bethesda, Maryland, focuses on the development and commercialization of medicines based on prostanes. The therapeutic potential of prostanes, which are bio-lipids that occur naturally in the human body, was first identified by Ryuji Ueno, M.D., Ph.D., Ph.D., Sucampo Pharmaceuticals’ Chairman and Chief Executive Officer. Dr. Ueno founded Sucampo Pharmaceuticals in 1996 with Sachiko Kuno, Ph.D., founding Chief Executive Officer and currently Advisor, International Business Development.

Sucampo Pharmaceuticals is marketing AMITIZA (lubiprostone) 24 mcg in the U.S. for Chronic Idiopathic Constipation in adults and AMITIZA 8 mcg in the U.S. to treat Irritable Bowel Syndrome with Constipation in adult women. Sucampo is also developing the drug for additional gastrointestinal disorders with large potential markets. In addition, Sucampo Pharmaceuticals has a robust pipeline of compounds with the potential to target underserved diseases affecting millions of patients worldwide. Sucampo Pharmaceuticals has two wholly owned subsidiaries: Sucampo Pharma Europe, Ltd., headquartered in Oxford, UK, with a branch office in Basel, Switzerland, and Sucampo Pharma, Ltd., located in Tokyo and Osaka, Japan. To learn more about Sucampo Pharmaceuticals and its products, visit www.sucampo.com.

AMITIZA® is a registered trademark of Sucampo Pharmaceuticals, Inc.

Forward-Looking Statements

Any statements in this press release about future expectations, plans and prospects for Sucampo Pharmaceuticals are forward-looking statements made under the provisions of The Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the words “project,” “believe,” “anticipate,” “plan,” “expect,” “estimate,” “intend,” “should,” “would,” “could,” “will,” “may” or other similar expressions. Forward-looking statements include statements about potential trial results, the potential utility of AMITIZA to treat particular indications and expected data availability and regulatory filing dates. Actual results may differ materially from those indicated by such forward-looking statements as a result of various important factors, including those described in Sucampo Pharmaceuticals’ filings with the Securities and Exchange Commission (SEC), including the annual report on Form 10-K for the year ended December 31, 2007 and other periodic reports filed with the SEC. Any forward-looking statements in this press release represent Sucampo Pharmaceuticals’ views only as of the date of this release and should not be relied upon as representing its views as of any subsequent date. Sucampo Pharmaceuticals anticipates that subsequent events and developments will cause its views to change. However, while Sucampo Pharmaceuticals may elect to update these forward-looking statements publicly at some point in the future, Sucampo Pharmaceuticals specifically disclaims any obligation to do so, whether as a result of new information, future events or otherwise.

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