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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): August 1, 2007

**MannKind Corporation**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**000-50865**  
(Commission File Number)

**13-3607736**  
(IRS Employer  
Identification No.)

**28903 North Avenue Paine  
Valencia, California**  
(Address of principal executive offices)

**91355**  
(Zip Code)

Registrant's telephone number, including area code: **(661) 775-5300**

**N/A**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K 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 1.01 Entry into a Material Definitive Agreement.**

On August 1, 2007, MannKind Corporation (the "Company") amended and restated the \$150.0 million promissory note that was previously made by the Company in favor of its principal stockholder, Alfred E. Mann, on August 2, 2006 and amended on October 30, 2006. The amendment extends the date through which the Company can borrow under the note to August 1, 2008. The amendment also changes to \$300.0 million the minimum financing size that will trigger the Company's obligation to repay all or a portion of the principal and accrued and unpaid interest under the note and provides that the Company cannot re-borrow any amounts repaid in connection with such a financing event.

The foregoing summary is qualified in its entirety by reference to the text of the related agreement, which is included as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 2.02 Results of Operations and Financial Condition.**

On August 2, 2007, MannKind Corporation issued a press release announcing its cash position for the second quarter of 2007. A copy of the press release is attached as Exhibit 99.1 to this Item 2.02 and is incorporated herein by reference.

The information in this Item 2.02 is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section. The information in this Item 2.02 shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended.

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

(b) On August 1, 2007, Richard L. Anderson, Chief Financial Officer, informed the Company's Board of Directors that he plans to step down from his position once the Company has identified a successor and he or she is available to assume Mr. Anderson's responsibilities as Chief Financial Officer. At that time, Mr. Anderson will transition to an advisory role, working on transition issues and strategic initiatives until he retires from the Company at the end of 2008.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amended and Restated Promissory Note made by MannKind Corporation in favor of Alfred E. Mann dated August 1, 2007
99.1	Press Release of MannKind Corporation dated August 2, 2007

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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.

**MANKIND CORPORATION**

By: /s/ DAVID THOMSON

Name: David Thomson, Ph.D., J.D.

Title: Corporate Vice President, General Counsel and  
Secretary

Dated: August 2, 2007

## PROMISSORY NOTE

\$150,000,000

August 1, 2007  
Valencia, California

FOR VALUE RECEIVED, MANNKIND CORPORATION, a Delaware corporation ("*Borrower*"), hereby promises to pay to the order of ALFRED E. MANN ("*Lender*"), in lawful money of the United States of America and in immediately available funds, the principal sum of One Hundred and Fifty Million Dollars (\$150,000,000) or the aggregate principal amount of all Advances (as defined below) made hereunder, whichever is less (the "*Loan*") together with accrued and unpaid interest thereon, each due and payable on the dates and in the manner set forth below.

**1. Principal Repayment.** The outstanding principal amount of each Advance together with all accrued and unpaid interest thereon shall be due and payable one year from the date of the Advance (the "*Maturity Date*").

**2. Interest Rate.** Borrower further promises to pay interest on the outstanding principal amount of each Advance from the date thereof until payment in full, which interest shall be payable at a rate equal to the one year London Interbank Offered Rate (LIBOR) reported by the Wall Street Journal (or a comparable periodical if such periodical is no longer published) on the day of such Advance plus 3% per annum, or the maximum rate permissible by law (which under the laws of the State of California shall be deemed to be the laws relating to permissible rates of interest on commercial loans), whichever is less. Interest shall be due and payable quarterly in arrears not later than the first day of each calendar quarter for the preceding quarter, commencing on the first day of the calendar quarter following the calendar quarter in which an Advance is made, and shall be calculated on the basis of a 365/366-day year for the actual number of days elapsed.

**3. Place of Payment.** All amounts payable hereunder shall be payable in lawful money of the United States of America at the office of Lender, 28903 North Avenue Paine, Valencia, CA 91355, unless another place of payment shall be specified in writing by Lender.

**4. Application of Payments; Prepayment.**

**4.1** Payment on this Note shall be applied first to accrued interest, and thereafter to the outstanding principal balance hereof.

**4.2** This Note may be prepaid in whole or in part without penalty or premium. Any amount prepaid pursuant to this Section 4.2 may be reborrowed in accordance with Section 5 hereof except to the extent that said prepayment is made pursuant to the provisions of Section 4.3 hereof.

**4.3** If a Financing Event (as defined below) occurs at any time when there is any principal or interest outstanding under this Note, Borrower shall, promptly following the closing of such Financing Event, prepay all or a portion of the outstanding principal amount of

this Note in an amount equal to the difference between (i) the Borrower's cash balance immediately following the closing of such Financing Event and (ii) the Borrower's projected cash requirements (as determined by Borrower in its sole discretion) for the six month period immediately following the closing of such Financing Event. A "Financing Event" means (i) the closing of an equity or a debt financing, (ii) the entry into a strategic transaction with a third party or third parties, including without limitation, joint ventures, manufacturing, marketing or distribution arrangements, collaborations, partnerships, technology transfer or development arrangements, or (iii) any transaction involving a combination of (i) and (ii), in each case of (i) through (iii), where the Borrower receives at least \$300 million in cash at the closing of such transaction. The closing of a Financing Event shall terminate Lender's commitment to make further Advances pursuant to Section 5 hereof. Any amount prepaid pursuant to this Section 4.3 may not be reborrowed.

**4.4** Any partial prepayment shall be applied to interest first and then to principal, and shall be applied to the oldest outstanding Advance first. At the time of any prepayment of principal hereunder, Borrower shall also pay all accrued and unpaid interest on the amount prepaid through the date of prepayment.

**5. Loan Requests.** From the date of this Note and through the first anniversary thereof, Lender shall at all times make available to Borrower the principal amount indicated on the face of this Note for borrowings by Borrower from time to time (each, an "*Advance*"). Borrower shall be entitled to no further Advances hereunder after the first anniversary date hereof and the total maximum amount of this Note shall be the total amount of the Advances taken by the Borrower as of that date. Each Advance shall be in a minimum principal amount of \$10,000,000. Each Advance shall be made at such time when Borrower's cash balance is less than its projected cash requirements for the three month period following such Advance (as determined by Borrower in its sole discretion). Whenever Borrower desires an Advance hereunder, Borrower shall notify Lender by facsimile with a transmission confirmation or by electronic mail as long as a read receipt is requested and received no later than 4:00 p.m. Pacific time, fourteen (14) calendar days prior to the date on which the Advance is requested to be made. At the time of any borrowing under this Note (or at the time of receipt of any payment of principal), Lender shall make or cause to be made, an appropriate notation on the Exhibit A attached hereto reflecting the amount of such borrowing (or the amount of such payment). The outstanding amount of this Note set forth on such Exhibit A shall be prima facie evidence of the principal amount thereof outstanding, but the failure to record, or any error in so recording, shall not limit or otherwise affect the obligations of Borrower to make payments of principal of or interest on this Note when due.

**6. Default.** Each of the following events shall be an "*Event of Default*" hereunder:

(a) Borrower fails to pay timely any of the principal amount due under this Note or any accrued interest or other amounts due under this Note on the date the same becomes due and payable or within five (5) business days thereafter;

(b) Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to,

debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(c) An involuntary petition is filed against Borrower (unless such petition is dismissed or discharged within sixty (60) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower.

Upon the occurrence of an Event of Default hereunder, all unpaid principal, accrued interest and other amounts owing hereunder shall, at the option of Lender, and, in the case of an Event of Default pursuant to (b) or (c) above, automatically, be immediately due, payable and collectible by Lender pursuant to applicable law and the interest rate upon an Event of Default shall increase to LIBOR calculated on the date of the initial Advance or the date of the Event of Default (whichever is greater) plus 5% per annum for the period after said Event of Default until payment, or the maximum rate permissible by law as defined above, whichever is less.

**7. Waiver.** Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses.

The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law.

**8. Governing Law.** This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. Borrower consents to *in personam* jurisdiction for any legal action or proceeding with respect to this Note in the Los Angeles Superior Court. Borrower, by execution and delivery of this Note, hereby irrevocably accepts in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid court.

**9. Successors and Assigns.** This Note shall be binding upon and inure to the benefit of the Borrower and Lender and their respective successors, heirs and assigns. Lender may assign to one or more other persons all or a portion of its rights (but not his obligations) under this Note with respect to all or a portion of the Advances made by him.

**10. Integration.** This Note reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement or instrument, oral or written, before the date hereof.

**11. Amendments, Modification, Etc.** No amendment, modification or waiver of any provision of this Note, and no consent to any departure by Lender or Borrower and their assigns therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**12. No Waiver.** No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial

exercise of any right under this Note preclude any other or further exercise thereof or the exercise of any other right. The rights of the Lender under this Note against Borrower are not conditional or contingent on any attempt by the Lender to exercise any of his rights under this Note against Borrower or any other person.

**13. Amendment and Restatement of Original Note.** This Note amends, re-evidences, restates, and supersedes in full, but does not in any way satisfy or discharge the outstanding indebtedness, if any, owed under that Note dated August 2, 2006 in the original principal amount of One Hundred and Fifty Million Dollars (\$150,000,000), made by the undersigned in favor of Lender, as amended by Allonge # 1 dated October 30, 2006 (the "**Original Note**"). Lender agrees to return the Original Note to Borrower promptly after the execution and delivery of this Note, and Borrower agrees to promptly cancel the Original Note upon receipt thereof.

**BORROWER**

**MANNKIND CORPORATION**

By: /s/ Richard Anderson  
Richard Anderson  
Chief Financial Officer

Acknowledged and Agreed:

**LENDER**

/s/ Alfred E. Mann  
Alfred E. Mann



**EXHIBIT A**

**PRINCIPAL BORROWINGS SCHEDULE**

**DATE**

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**BORROWING**

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**REPAYMENT**

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**PRINCIPAL BALANCE**

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**Company Contact:**

Dick Anderson  
Chief Financial Officer  
661-775-5302  
[danderson@mankindcorp.com](mailto:danderson@mankindcorp.com)

**Investor Relations:**

Julie Huang  
Financial Dynamics  
212-850-5628  
[mnkd@fd.com](mailto:mnkd@fd.com)

**MannKind to Hold Investor Call Tomorrow; 2Q Release Next Week**

**VALENCIA, Calif., August 2, 2007 /PRNewswire-FirstCall/ — MannKind Corporation (Nasdaq: MNKD)** announced today that it is moving the release of its 2007 second quarter financial results to Thursday August 9, 2007. The earnings release has been moved due to the fact that the Company is continuing its review of the financial results for the second quarter and six months ended June 30, 2007. At this time, the Company is reporting that its cash, cash equivalents and marketable securities were \$284.0 million at June 30, 2007, compared to \$365.6 million at March 31, 2007, and \$436.5 million at December 31, 2006.

As previously planned, management of the Company will host a conference call tomorrow, Friday, August 3, 2007 at 9:00 am ET in order to discuss clinical progress and other Company developments. Presenting from the Company will be its Chairman and Chief Executive Officer, Alfred Mann; President and Chief Operating Officer, Hakan Edstrom; and Corporate Vice President and Chief Financial Officer, Dick Anderson.

Management will hold a subsequent conference call on Thursday, August 9, 2007 at 5:00 p.m. ET to discuss the second quarter financial results.

“I am pleased to announce the completion of enrollment for all of our pivotal trials including the 102 and the 103 trials. All of our key Phase 3 trials for Technosphere Insulin continue to progress satisfactorily. We continue to meet our program milestones and remain on track to submit our NDA for Technosphere Insulin to the FDA in December 2008,” said Alfred Mann, Chairman and Chief Executive Officer of MannKind Corporation.

MannKind further reported the extension of its loan arrangement with Alfred Mann, pursuant to which the Company may borrow up to \$150 million at any time prior to August 1, 2008. “This loan facility helps alleviate any pressure on the Company to enter into a financing or strategic transaction solely on the basis of our cash position. This arrangement also confirms that I remain fully supportive and confident of MannKind and its potential,” stated Mr. Mann.

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## **Conference Call**

To participate in the call please dial (888) 566-5775 or (210) 839-8503. To listen to the call via the Internet please visit <http://www.mannkindcorp.com>. The web site replay will be available for fourteen days. A telephone replay will be accessible for approximately 14 days following completion of the call by dialing (866) 379-4235 or (203) 369-0337 and entering conference number 2363293.

## **About MannKind Corporation**

MannKind Corporation (Nasdaq: MNKD) focuses on the discovery, development and commercialization of therapeutic products for patients with diseases such as diabetes and cancer. Its lead product, the Technosphere Insulin System, is currently in Phase 3 clinical trials in the United States, Europe and Latin America to study its safety and efficacy in the treatment of diabetes. For more information on MannKind Corporation and its technology, visit <http://www.mannkindcorp.com>.

## **Forward-Looking Statements**

This press release contains forward-looking statements, including statements related to MannKind's clinical trials, product candidates, regulatory submissions and cash position that involve risks and uncertainties. Words such as "believes", "anticipates", "plans", "expects", "intend", "will", "goal", "potential" and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon the Company's current expectations. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation, risks related to the progress, timing and results of clinical trials, difficulties or delays in seeking or obtaining regulatory approval, the manufacture of the Technosphere Insulin System, competition from other pharmaceutical or biotechnology companies, MannKind's ability to enter into any collaborations or strategic partnerships or obtain additional financing to support its operations, MannKind's cash requirements, intellectual property matters and other risks detailed in MannKind's filings with the Securities and Exchange Commission, including the Annual Report on Form 10-K for the year ended December 31, 2006 and periodic reports on Form 10-Q and Form 8-K. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. All forward-looking statements are qualified in their entirety by this cautionary statement, and MannKind undertakes no obligation to revise or update any forward-looking statements to reflect events or circumstances after the date of this press release.

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