

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

FORM S-3
REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

XOMA Ltd.
(Exact name of registrant as specified in its charter)

Bermuda
(State or other jurisdiction of
incorporation or organization)

52-2154066
(I.R.S. Employer
Identification No.)

2910 Seventh Street
Berkeley, California 94710
(510) 204-7200
(Address, including ZIP code, and telephone number,
including area code, of registrant's principal
executive offices)

CHRISTOPHER J. MARGOLIN, ESQ.
XOMA Ltd.
2910 Seventh Street
Berkeley, California 94710
(510) 204-7292
(Name, address, including ZIP code, and
telephone number, including area code,
of agent for service)

Copy to:
GEOFFREY E. LIEBMANN, ESQ.
CAHILL GORDON & REINDEL
80 Pine Street
New York, New York 10005
(212) 701-3000

Approximate date of commencement of proposed sale to the public: From time to
time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant
to dividend or interest reinvestment plans, please check the following box. / /

If any of the securities being registered on this Form are to be offered on a
delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, other than securities offered only in connection with dividend or interest
reinvestment plans, check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant
to Rule 462(b) under the Securities Act, please check the following box and list
the Securities Act registration statement number of the earlier effective
registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under
the Securities Act, check the following box and list the Securities Act
registration statement number of the earlier effective registration statement
for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434,
please check the following box. / /

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CALCULATION OF REGISTRATION FEE

| Title of Each Class of Securities | Amount | Proposed Maximum | Proposed Maximum | Amount of |
|--------------------------------------|--------|---------------------|---------------------|-----------|
|--------------------------------------|--------|---------------------|---------------------|-----------|

| To Be Registered | To Be Registered | Offering Price per Unit(1) | Aggregate Offering Price(1) | Registration Fee |
|---|--------------------------|----------------------------|-----------------------------|-----------------------|
| <S> Common Shares, par value U.S.\$.0005 per share..... | <C> 5,000,000 (2) (3) | <C> \$5.58 | <C> \$27,900,000 | <C> \$2,566.80 (4) |

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- (1) Estimated solely for the purpose of computing the registration fee pursuant to Rule 457(c).
- (2) Includes a like number of Preference Share Purchase Rights (the "Rights"). Since no separate consideration is paid for the Rights, the registration fee is included in the fee for the Common Shares.
- (3) Pursuant to Rule 416 under the Securities Act of 1933, any additional Common Shares issued as a result of stock splits, stock dividends or similar transactions are deemed to be registered herewith.
- (4) The Registrant filed a registration statement on Form S-3 (No. 333-100715) on October 24, 2002 for which the Registrant previously paid a filing fee of \$2,516.20. In connection with the filing of this registration statement on Form S-3, the Registrant withdraws the registration statement on Form S-3 (No. 333-100715) filed on October 24, 2002. Pursuant to Rule 457(p) under the Securities Act of 1933, the Registrant has offset the \$2,566.80 registration fee due herewith with the fee paid on October 24, 2004.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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The information contained in this prospectus is not complete and may be changed. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Prospectus

Subject to Completion,
dated November 6, 2002

XOMA Ltd.
5,000,000 Common Shares

- o All of the common shares offered by this prospectus are being offered by Millennium Pharmaceuticals, Inc. through its wholly-owned subsidiary, mHoldings Trust, which is a party to an investment agreement with XOMA and will become one of our shareholders upon the purchase of common shares under the investment agreement and/or conversion of an outstanding convertible subordinated note.
- o We intend to use the proceeds from our sale of common shares to the selling shareholders under the investment agreement principally for the development of products pursuant to our collaboration with Millennium.
- o To the extent shares are issued upon conversion of the convertible note, we will benefit from the resulting cancellation of indebtedness. The \$5.0 million convertible subordinated note is convertible at our option into our common shares.
- o Millennium and mHoldings Trust will receive all of the proceeds of their sale of such common shares to you.
- o Our common shares are listed on the Nasdaq National Market under the symbol "XOMA." The last reported sale price for the common shares on November 1, 2002 was U.S.\$5.750 per share.

This investment involves a high degree of risk. Consider carefully the risk factors beginning on page 6 of this prospectus before you invest.

Millennium Pharmaceuticals, Inc. and its wholly-owned subsidiary, mHoldings Trust, are underwriters with respect to all of the common shares they purchase under the investment agreement with XOMA and which are offered for sale under this prospectus.

Neither the SEC nor any state securities commission has approved these securities or determined that this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2002.

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PROSPECTUS SUMMARY

XOMA

We are a biopharmaceutical company that develops and manufactures recombinant antibodies and other protein products to treat cancer, immunological and inflammatory disorders, and infectious diseases. Our current product development programs include:

- o Raptiva(TM) (Efalizumab, formerly Xanelim(TM)) is a humanized anti-CD11a monoclonal antibody product being developed in collaboration with Genentech, Inc. to treat psoriasis, rheumatoid arthritis and organ transplant rejection. Data from two pivotal Phase III studies of Raptiva(TM) in nearly 1,100 moderate-to-severe plaque psoriasis patients were presented in June and July of 2001. Both trials met all primary and secondary endpoints. In September of 2002, we and Genentech announced that a third randomized Phase III study with Raptiva(TM) achieved its primary efficacy endpoint. The data from this study, conducted with Genentech-produced material, were consistent with data obtained from the previous Phase III studies that used both Genentech- and XOMA-produced material. We have also initiated and completed enrollment in a Phase I/II study of Raptiva(TM) to prevent graft rejection in kidney transplant recipients. In April of 2002, we announced the initiation of enrollment in a Phase II clinical study of Raptiva(TM) in patients suffering from rheumatoid arthritis. Plans for additional indications are under review with Genentech.
- o NEUPREX(R), also known as rBPI21, is a genetically-engineered fragment of a particular human protein. We completed a Phase III efficacy clinical trial in 1999, testing NEUPREX(R) in severe pediatric meningococemia, but the data from the trial were determined not to be

sufficient to file for regulatory approval. Further development of this product is continuing under a license agreement with a division of Baxter Healthcare Corporation. Enrollment of patients has been completed in a Phase II study testing NEUPREX(R) in Crohn's disease, but the results are not yet known. We are providing the product for testing, and Baxter is conducting the study and funding all NEUPREX(R) development costs. Plans for additional indications are under review with Baxter.

- o ING-1 is a Human Engineered(TM) recombinant monoclonal antibody that binds with high affinity to an antigen expressed on epithelial cell cancers (breast, colorectal, prostate and others) that is designed to destroy cancer cells by recruiting the patient's own immune system. Enrollment has been completed in two Phase I studies in advanced adenocarcinoma patients. The ING-1 monoclonal antibody incorporates our patented Human Engineering(TM) technology, designed to reduce immunogenicity. In May of 2002, we announced results of a Phase I clinical study which showed low immunogenicity in cancer patients. Additional Phase I/II studies are in progress or in planning to further evaluate the safety, pharmacodynamics and pharmacokinetics of ING-1 in cancer patients, and to document any observed anti-tumor activity. Further testing will be determined by the results of these studies.
- o ONYX-015, also known as CI-1042, developed by Onyx Pharmaceuticals, Inc., is a therapeutic tumor-selective, modified adenovirus genetically engineered to destroy cancer cells. Under a strategic process development and manufacturing alliance with Onyx, we are scaling up production to commercial volume and will manufacture ONYX-015. The product is currently in a Phase III clinical trial for recurrent head and neck cancer and in Phase I and II clinical trials for a number of additional cancer indications. In September of 2002, Onyx announced that it has regained full rights to ONYX-015 having ended its agreement with Warner-Lambert Company, a subsidiary of Pfizer Inc. since June 2000.
- o Two of Millennium Pharmaceuticals, Inc.'s biotherapeutic agents are being developed for certain vascular inflammation indications pursuant to a collaboration agreement with Millennium that

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was announced in November of 2001. Current plans call for process development work and preclinical testing in 2002.

- o BPI-derived anti-angiogenic compounds with potential application for treating retinal disorders are being developed by us. Results of in vitro and in vivo studies conducted by the Joslin Diabetes Center at Harvard University show that compounds derived from BPI inhibit abnormal growth of blood vessels in the retina while sparing key retinal cells. Joslin is conducting further research in collaboration with us.

We have experienced significant losses and, as of June 30, 2002, we had an accumulated deficit of approximately U.S.\$523.7 million. For the year ended December 31, 2001 and the six months ended June 30, 2002, we had a net loss of approximately U.S.\$28.0 million, or U.S.\$0.41 per common share (basic and diluted) and U.S. \$16.1 million, or U.S. \$.23 per common share (basic and diluted), respectively.

Based on current spending levels and third party funding, we believe that we have enough cash (including interest income) to meet our currently anticipated needs for operating expenses, working capital, equipment acquisitions and current research projects through at least the middle of 2004. We continue to evaluate strategic alliances, potential partnerships and financing arrangements which would further strengthen our competitive position and provide additional funding. We cannot predict whether or when any such alliances, partnerships or arrangements will be consummated or whether additional funding will be available when required and on terms acceptable to us.

Material Terms of Investment Agreement

On November 26, 2001, Millennium and XOMA entered into an investment agreement which committed Millennium to purchase, at our option and subject to the conditions described in the following paragraph, up to \$50.0 million worth of our common shares over the 30 months following the effective date of the investment agreement. Of the up to \$50.0 million worth of our common shares, \$5.0 million worth (and accrued interest) may be issued at our option upon conversion of a convertible subordinated note already issued to Millennium, the entire principal amount of which is currently outstanding. At four subsequent closings, we may issue up to \$7.5 million, \$7.5 million, \$15.0 million and \$15.0 million worth of our common shares, respectively. At each closing, the precise

number of shares to be purchased by Millennium will be determined using a formula based on the average of certain sale prices per common share as reported on the Nasdaq National Market for a specified period of time prior to the applicable closing date (subject to certain adjustments and limitations). The formula is intended to reflect the current market price per common share at the time of each closing, without any discount or premium.

The obligations of Millennium to purchase the common shares that we wish to sell at each closing will be subject to customary closing conditions, including the delivery of legal opinions and certificates from our officers and updated financial information, the continued listing of our common shares on the Nasdaq National Market or the New York or American Stock Exchanges, the continued effectiveness of the registration statement that includes this prospectus and the continuation of our collaboration agreement with Millennium.

We have agreed to register the resale of the common shares that we may sell to Millennium at each closing and the common shares that we may issue to Millennium upon conversion of the convertible debt. The registration statement that includes this prospectus is intended to satisfy these registration obligations. We will consummate the first direct sale of common shares to Millennium after the registration statement that includes this prospectus is declared effective.

The 5,000,000 shares registered under the registration statement that includes this prospectus would have represented 6.6% of our outstanding common shares as of November 1, 2002, after giving effect to their issuance. Based on the current market price of our common shares, the investment agreement gives us the

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option to require the selling shareholders to purchase an aggregate of up to approximately 8,717,232 common shares (assuming conversion of the convertible subordinated note).

Material Terms of Convertible Subordinated Note

In connection with the investment agreement, XOMA issued to Millennium a \$5.0 million convertible subordinated note. The principal of the convertible subordinated note is due and payable in a single installment on May 26, 2003.

The principal and accrued interest on the convertible subordinated note may be converted in whole (but not in part) at our election upon maturity into our common shares. The number of shares into which the convertible subordinated note may be converted will be determined using a formula based on the average of certain sale prices per common share as reported on the Nasdaq National Market for a specified period of time prior to the conversion date (subject to certain adjustments and limitations). The formula is intended to reflect the current market price per common share at the time of conversion, without any discount or premium. Based on the current market price of our common shares, we would be entitled to issue an aggregate of approximately 891,145 common shares in full payment of the convertible subordinated notes.

If we do not elect to convert the convertible subordinated note into common shares, all outstanding principal and all accrued interest must be paid to Millennium in cash on the maturity date, unless otherwise agreed.

In addition to customary restrictions on our ability to convert, we will not be entitled to convert any portion of the convertible subordinated note or the accrued interest unless there is on the conversion date an effective registration statement covering resale of all of the common shares into which the principal of the convertible note and all accrued interest would convert. If this is not the case at any time prior to its maturity date, then the convertible subordinated note will remain outstanding until its maturity date and, if no effective registration statement is then in place, we will be required to repay all outstanding principal and accrued interest in cash on the maturity date. The registration statement that includes this prospectus is intended to satisfy these registration obligations.

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RISK FACTORS

You should carefully consider the following factors and other information in this prospectus before deciding to invest in our common shares. You should also consider carefully the other information contained, or incorporated by reference, in this prospectus. The actual results of our business could differ

materially from those described as a result of these risk factors. In such case, the trading price of our common shares could decline, and you may lose all or part of the money you paid to buy our common shares.

Risks Relating To Our Business

None Of Our Pharmaceutical Products Have Received Regulatory Approval; If Our Products Do Not Receive Regulatory Approval, Neither We Nor Our Third Party Collaborators Will Be Able To Manufacture And Market Them

Even our most developed pharmaceutical product has yet to be submitted for licensure. We will be unable to manufacture and market our products without required regulatory approvals in the United States and other countries. The United States government and governments of other countries extensively regulate many aspects of our products, including:

- o testing
- o manufacturing
- o promotion and marketing and
- o exporting.

In the United States, the Food and Drug Administration regulates pharmaceutical products under the Federal Food, Drug, and Cosmetic Act and other laws, including, in the case of biologics, the Public Health Service Act. At the present time, we believe that our products will be regulated by the FDA as biologics. The FDA recently announced that it is consolidating its responsibility for reviewing new pharmaceutical products into its Center for Drug Evaluation and Research, the body that currently reviews drug products, combining that operation with part of its biologics review operation, the Center for Biologics Evaluation and Research. Because implementation of this plan is not expected to begin until next year, we do not know when or how this change will affect us. State regulations may also affect our proposed products.

The FDA has substantial discretion in both the product approval process and manufacturing facility approval process and, as a result of this discretion and uncertainties about outcomes of testing, we cannot predict at what point, or whether, the FDA will be satisfied with our submissions or whether the FDA will raise questions which may be material and delay or preclude product approval or manufacturing facility approval. As we accumulate additional clinical data, we will submit it to the FDA, which may have a material impact on the FDA product approval process.

Our potential products will require significant additional research and development, extensive preclinical studies and clinical trials and regulatory approval prior to any commercial sales. This process is lengthy, often taking a number of years, and expensive. As clinical results are frequently susceptible to varying interpretations that may delay, limit or prevent regulatory approvals, the length of time necessary to complete clinical trials and to submit an application for marketing approval for a final decision by a regulatory authority varies significantly. As a result, it is uncertain whether:

- o our future filings will be delayed
- o our studies will be successful

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- o we will be able to provided necessary additional data
- o our future results will justify further development or
- o we will ultimately achieve regulatory approval for any of these products.

For example,

- o in 1996, we and Genentech began developing Raptiva(TM) (Efalizumab, formerly Xanelim(TM)) in patients with moderate-to-severe psoriasis. In April of 2002, we and Genentech announced that a pharmacokinetic study conducted on Raptiva(TM) comparing XOMA-produced material and Genentech-produced material did not achieve the pre-defined statistical definition of comparability, and the FDA requested that another Phase III study be completed before the filing of a Biologics License Application for Raptiva, delaying the filing of a Biologics Licensing Application with the FDA for Raptiva(TM) beyond the previously-planned time frame of summer 2002. In September of 2002, we and Genentech announced the results of the additional Phase III study which achieved its primary efficacy endpoint. Although Genentech and we are working to file a BLA by the end of 2002, unexpected delays in

the preparation of the BLA due to further data analysis, discussions with the FDA or similar matters may prevent us from doing so. We have also conducted a Phase I/II study of Raptiva(TM) in kidney transplant recipients. Because no final decisions have been made, we do not know whether there will be follow-on studies, and if there are such follow-on studies we do not know whether any such studies will be sufficient for regulatory approval. We have also announced the initiation of enrollment in a Phase II clinical study of Raptiva(TM) in patients suffering from rheumatoid arthritis. We do not know whether or when any such testing will demonstrate product safety and efficacy in this patient population or result in regulatory approval.

- o in December of 1992, we began human testing of our NEUPREX(R) product, a genetically-engineered fragment of a particular human protein, and have licensed certain worldwide rights to Baxter. In April of 2000, members of the FDA and representatives of XOMA and Baxter discussed results from the Phase III trial that tested NEUPREX(R) in pediatric patients with a potentially deadly bacterial infection principally of children called meningococemia, and senior representatives of the FDA indicated that the data presented were not sufficient to support the filing of an application for marketing approval at that time. Because we have not generated any additional data or completed any further analysis, we do not know whether we will be able to supply such additional data. If we conduct an additional trial to provide the requested additional data, we will not know whether the results will be adequate for approval until the trial has been completed and the resulting data reviewed by the FDA. In September of 1999, we discontinued patient enrollment in our Phase III clinical trial testing NEUPREX(R) in trauma patients with severe blood loss because an independent data safety monitoring board told us that interim results from the trial did not support continuing the trial. Baxter has initiated a Phase II study with NEUPREX(R) in Crohn's disease patients. Enrollment in this study has now been completed, but because we do not know the results, we do not know whether the results will justify further development.

Given that regulatory review is an interactive and continuous process, we maintain a policy of limiting announcements and comments upon the specific details of the ongoing regulatory review of our products, subject to our obligations under the securities laws, until definitive action is taken.

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Because All Of Our Products Are Still In Development, We Will Require Substantial Funds To Continue; We Cannot Be Certain That Funds Will Be Available And, If Not Available, We May Have To Take Actions Which Could Adversely Affect Your Investment

If adequate funds are not available, we may have to dilute or otherwise adversely affect the rights of existing shareholders, curtail or cease operations or, in extreme circumstances, file for bankruptcy protection. We have spent, and we expect to continue to spend, substantial funds in connection with:

- o research and development relating to our products and production technologies
- o expansion of our production capabilities
- o extensive human clinical trials and
- o protection of our intellectual property.

Based on current spending levels and third party funding, we believe that we have enough cash to meet our currently anticipated needs for operating expenses, working capital, equipment acquisitions and current research projects through at least the middle of 2004. However, to the extent we experience changes in the timing or size of expenditures or unanticipated expenditures, or if our collaborators do not meet their obligations to us or anticipated revenues otherwise do not materialize, these funds may not be adequate for this period. As a result, we do not know whether:

- o operations will generate meaningful funds
- o additional agreements for product development funding can be reached
- o strategic alliances can be negotiated or
- o adequate additional financing will be available for us to finance our own development on acceptable terms, if at all.

Cash balances and operating cash flow are influenced primarily by the timing and level of payments by our licensees and development partners, as well as by our operating costs.

Because All Of Our Products Are Still In Development, We Have Sustained Losses In The Past And We Expect To Sustain Losses In The Future

We have experienced significant losses and, as of June 30, 2002, we had an accumulated deficit of approximately U.S.\$523.7 million.

For the year ended December 31, 2001 and the six months ended June 30, 2002, we had a net loss of approximately U.S.\$28.0 million, or U.S.\$0.41 per common share (basic and diluted) and U.S.\$16.1 million, or U.S.\$0.23 per common share (basic and diluted), respectively. We expect to incur additional losses in the future. For the full year 2002, we currently expect our net loss to be somewhat higher than in 2001, due to increased expenses on Raptiva™ and on the Millennium collaboration, and the further expansion of our development infrastructure.

Our ability to make profits is dependent in large part on obtaining regulatory approval for our products and entering into agreements for product development and commercialization, both of which are uncertain. Our ability to fund our ongoing operations is dependent on the foregoing factors and on our ability to

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secure additional funds. Because all of our products are still in development, we do not know whether we will ever make a profit or whether cash flow from future operations will be sufficient to meet our needs.

If Third Party Collaborators Do Not Successfully Develop and Market Our Products, We May Not Be Able To Do So On Our Own

Our financial resources and our marketing experience and expertise are limited. Consequently, we depend to a large extent upon securing the financial resources and marketing capabilities of third parties with whom we collaborate.

- o In April of 1996, XOMA and Genentech entered into an agreement whereby XOMA agreed to co-develop Genentech's humanized monoclonal antibody product Raptiva™. In April of 1999, the companies extended and expanded the agreement.
- o In January of 2000, we licensed the worldwide rights to all pharmaceutical compositions containing a particular human protein for treatment of meningococemia and additional potential future human clinical indications to Baxter.
- o In January of 2001, we entered into a strategic process development and manufacturing alliance with Onyx Pharmaceuticals, Inc. pursuant to which we are scaling up production to commercial volume and will manufacture one of Onyx's cancer products.
- o In November of 2001, we entered into a collaboration with Millennium Pharmaceuticals, Inc. to develop two of Millennium's products for certain vascular inflammation indications.

Because our collaborators are independent third parties, they may be subject to different risks than we are and have significant discretion in determining the efforts and resources they will apply, we do not know whether Genentech, Baxter, Onyx or Millennium will successfully develop or market any of the products we are collaborating on.

Even when we have a collaboration relationship, other circumstances may prevent it from resulting in successful development of marketable products. For example, in June of 1999, we licensed certain genetically-engineered fragments of a particular human protein to Allergan Inc. to treat bacterial ophthalmic infections. In May of 2000, following successful product testing at Allergan, we expanded the collaboration. In November of 2000, Allergan advised us that for internal economic reasons they planned to discontinue development of ophthalmic anti-infective products derived from this protein.

Although we continue to evaluate additional strategic alliances and potential partnerships, we do not know whether or when any such alliances or partnerships will be entered into.

Because We Have No History Of Profitability And Because The Biotechnology Sector Has Been Characterized By Highly Volatile Stock Prices, Announcements We Make And General Market Conditions For Biotechnology Stocks Could Result In A Sudden Change In The Value Of Our Common Shares

As a biopharmaceutical company, we have experienced significant volatility in our common shares. Fluctuations in our operating results and general market conditions for biotechnology stocks could have a significant impact on the volatility of our common share price. From September 30, 2001 through September 30, 2002, our share price has ranged from a high of U.S.\$12.190 to a low of

U.S.\$3.000. On November 1, 2002 the last reported sale price of the common shares as reported on the Nasdaq National Market was U.S.\$5.750 per share. Factors contributing to such volatility include:

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- o results of preclinical studies and clinical trials,
- o information relating to the safety or efficacy of our products,
- o developments regarding regulatory filings,
- o announcements of new collaborations,
- o failure to enter into collaborations,
- o developments in existing collaborations,
- o our funding requirements and the terms of our financing arrangements,
- o announcements of technological innovations or new indications for our therapeutic products,
- o government regulations,
- o developments in patent or other proprietary rights,
- o the number of shares outstanding,
- o the number of shares trading on an average trading day,
- o announcements regarding other participants in the biotechnology and pharmaceutical industries, and
- o market speculation regarding any of the foregoing.

Because Many Of The Companies We Do Business With Are Also In The Biotechnology Sector, The Volatility Of That Sector Can Affect Us Indirectly As Well As Directly

The same factors that affect us directly because we are a biotechnology company can also adversely impact us indirectly by affecting the ability of our collaborators, partners and others we do business with to meet their obligations to us or our ability to realize the value of the consideration provided to us by these other companies. For example, in connection with our licensing transaction with MorphoSys AG, MorphoSys has announced that it has exercised its option to pay a portion of the license fee owed to us in the form of equity securities of MorphoSys, and the value of those shares is subject both to market risks affecting our ability to realize the value of those shares and more generally to the business and other risks to which the issuer of those shares is subject.

If Any Of Our Products Receives Regulatory Approval, We May Not Be Able To Increase Existing Or Acquire New Manufacturing Capacity Sufficient To Meet Market Demand

Because we have never commercially introduced any pharmaceutical products and none of our products have received regulatory approval, we do not know whether the capacity of our existing manufacturing facilities can be increased to produce sufficient quantities of our products to meet market demand. Also, if we need additional manufacturing facilities to meet market demand, we cannot predict that we will successfully

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obtain those facilities because we do not know whether they will be available on acceptable terms. In addition, any manufacturing facilities acquired or used to meet market demand must meet the FDA's quality assurance guidelines.

Because We Do Not And Cannot Currently Market Any Of Our Products For Commercial Sale, We Do Not Know Whether There Will Be A Viable Market For Our Products

Even if we receive regulatory approval for our products and we or our third party collaborators successfully manufacture them, our products may not be accepted in the marketplace. For example, physicians and/or patients may not accept a product for a particular indication because it has been biologically derived (and not discovered and developed by more traditional means) if no biologically-derived products are currently in widespread use in that indication, as is currently the case with psoriasis. Consequently, we do not

know if physicians or patients will adopt or use our products for their approved indications.

If Our And Our Partners' Patent Protection For Our Principal Products And Processes Is Not Enforceable, We Will Not Realize Our Profit Potential

Because of the length of time and the expense associated with bringing new products to the marketplace, we and our partners hold and are in the process of applying for a number of patents in the United States and abroad to protect our products and important processes and also have obtained or have the right to obtain exclusive licenses to certain patents and applications filed by others. However, the patent position of biotechnology companies generally is highly uncertain and involves complex legal and factual questions, and no consistent policy regarding the breadth of allowed claims has emerged from the actions of the U.S. Patent and Trademark Office with respect to biotechnology patents. Legal considerations surrounding the validity of biotechnology patents continue to be in transition, and historical legal standards surrounding questions of validity may not continue to be applied, and current defenses as to issued biotechnology patents may not in fact be considered substantial in the future. These factors have contributed to uncertainty as to:

- o the degree and range of protection any patents will afford against competitors with similar technologies
- o if and when patents will issue
- o whether or not others will obtain patents claiming aspects similar to those covered by our patent applications or
- o the extent to which we will be successful in avoiding infringement of any patents granted to others.

The Patent Office has issued approximately 60 patents to us related to our products based on human bactericidal permeability-increasing protein, which we call BPI, including novel compositions, their manufacture, formulation, assay and use. In addition, we are the exclusive licensee of BPI-related patents and applications owned by New York University and Incyte Pharmaceuticals Inc. The Patent Office has also issued nine patents to us related to our bacterial expression technology.

If certain patents issued to others are upheld or if certain patent applications filed by others issue and are upheld, we may require licenses from others in order to develop and commercialize certain potential products incorporating our technology or we may become involved in litigation to determine the proprietary rights of others. These licenses, if required, may not be available on acceptable terms, and any such litigation may be costly and may have other adverse effects on our business, such as inhibiting our ability to compete in the market place and absorbing significant management time.

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Due to the uncertainties regarding biotechnology patents, we also have relied and will continue to rely upon trade secrets, know-how and continuing technological advancement to develop and maintain our competitive position. All of our employees have signed confidentiality agreements under which they have agreed not to use or disclose any of our proprietary information. Research and development contracts and relationships between us and our scientific consultants and potential customers provide access to aspects of our know-how that are protected generally under confidentiality agreements. These confidentiality agreements may not be honored or may not be enforced by a court. To the extent proprietary information is divulged to competitors or to the public generally, such disclosure may adversely effect our ability to develop or commercialize our products by giving others a competitive advantage or by undermining our patent position.

Protecting Our Intellectual Property Can Be Costly And Exposes Us To Risks Of Counterclaims Against Us

We may be required to engage in litigation or other proceedings to protect our intellectual property. The cost to us of this litigation, even if resolved in our favor, could be substantial. Such litigation could also divert management's attention and resources. In addition, if this litigation is resolved against us, our patents may be declared invalid, and we could be held liable for significant damages. In addition, if the litigation included a claim of infringement by us of another party's patent that was resolved against us, we or our collaborators may be enjoined from developing, manufacturing, selling or importing products, processes or services without a license from the other party.

Other Companies May Render Some Or All Of Our Products Noncompetitive Or Obsolete

Developments by others may render our products or technologies obsolete or

uncompetitive. Technologies developed and utilized by the biotechnology and pharmaceutical industries are continuously and substantially changing. Competition in the areas of genetically-engineered DNA-based and antibody-based technologies is intense and expected to increase in the future as a number of established biotechnology firms and large chemical and pharmaceutical companies advance in these fields. Many of these competitors may be able to develop products and processes competitive with or superior to our own for many reasons, including that they may have:

- o significantly greater financial resources
- o larger research and development and marketing staffs
- o larger production facilities
- o entered into arrangements with, or acquired, biotechnology companies to enhance their capabilities or
- o extensive experience in preclinical testing and human clinical trials.

These factors may enable others to develop products and processes competitive with or superior to our own. In addition, a significant amount of research in biotechnology is being carried out in universities and other non-profit research organizations. These entities are becoming increasingly interested in the commercial value of their work and may become more aggressive in seeking patent protection and licensing arrangements.

Without limiting the foregoing, we are aware that:

- o Biogen Inc. has announced that its Amevive(R) product achieved positive results in Phase III clinical trials in patients with moderate-to-severe plaque psoriasis, that the FDA and the EMEA have officially accepted Biogen's filings for approval of Amevive(R) in psoriasis, that a FDA advisory

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panel voted to recommend approval of Amevive(R) for the treatment of moderate-to-severe chronic plaque psoriasis and that the FDA has committed to complete the review of its Amevive(R) application by the end of the first quarter of 2003;

- o Centocor Inc., a unit of Johnson & Johnson, has tested its rheumatoid arthritis and Crohn's disease drug in psoriasis, and it has been announced that the drug has shown clinical benefit;
- o it has been announced that Immunex Corp. (recently acquired by Amgen Inc.) has tested its rheumatoid arthritis and psoriatic arthritis drug in psoriasis with positive results;
- o MedImmune, Inc. has completed enrollment in three Phase II trials to evaluate its anti-T cell monoclonal antibody in psoriasis;
- o GenMab A/S has announced that the FDA approved its investigational new drug filing for HuMax-CD4 for psoriasis and the initiation of a Phase II study; and
- o other companies, including Medarex, Inc., are developing monoclonal antibody or other products for treatment of inflammatory skin disorders.

Currently, there are several companies with marketed biologics that are approved for treating patients with rheumatoid arthritis:

- o Immunex Corp. markets Enbrel,
- o Amgen Inc. gained FDA approval for Kineret and
- o Centocor Inc. is approved to market Remicade to rheumatoid arthritis patients.

In addition to approved products, a number of companies are developing drugs with a biologic mechanism of action for the treatment of rheumatoid arthritis. These companies include Cambridge Antibody Technology Group plc, Biogen Inc., Celltech Group plc and others.

A number of companies are developing monoclonal antibodies targeting cancers, which may prove more effective than ONYX-015 or the ING-1 antibody.

It is possible that one or more other companies may be developing one or more products based on the same human protein as our NEUPREX(R) product, and these product(s) may prove to be more effective than NEUPREX(R) or receive regulatory approval prior to NEUPREX(R) or any BPI-derived ophthalmic product

developed by XOMA.

If We Do Business Internationally, We Will Be Subject To Additional Political, Economic and Regulatory Uncertainties

We may not be able to successfully operate in any foreign market. We believe that, because the pharmaceutical industry is global in nature, international activities will be a significant part of our future business activities and that, when and if we are able to generate income, a substantial portion of that income will be derived from product sales and other activities outside the United States. Foreign regulatory agencies often establish standards different from those in the United States, and an inability to obtain foreign regulatory approvals on a timely basis could put us at a competitive disadvantage or make it uneconomical to proceed with a product's development. International operations may be limited or disrupted by:

- o imposition of government controls

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- o export license requirements
- o political or economic instability
- o trade restrictions
- o changes in tariffs
- o restrictions on repatriating profits
- o withholding and other taxation and
- o difficulties in staffing and managing international operations.

Also, our financial results could be significantly affected by factors such as fluctuations in currency exchange rates or weak economic conditions in the foreign markets in which we or our collaborators seek to operate.

Because We Are A Relatively Small Biopharmaceutical Company With Limited Resources, We May Not Be Able To Attract And Retain Qualified Personnel, And The Loss Of Key Personnel Could Delay Or Prevent Achieving Our Objectives

Our success in developing marketable products and achieving a competitive position will depend, in part, on our ability to attract and retain qualified scientific and management personnel, particularly in areas requiring specific technical, scientific or medical expertise. There is intense competition for such personnel. Our research, product development and business efforts would be adversely affected by the loss of one or more of key members of our scientific or management staff, particularly our executive officers: John L. Castello, our Chairman of the Board, President and Chief Executive Officer; Patrick J. Scannon, M.D., Ph.D., our Chief Scientific and Medical Officer and Senior Vice President; Clarence L. Dellio, our Senior Vice President, Operations; Peter B. Davis, our Vice President, Finance and Chief Financial Officer; and Christopher J. Margolin, our Vice President, General Counsel and Secretary. We have employment agreements with Mr. Castello, Dr. Scannon and Mr. Davis. We currently have no key person insurance on any of our employees.

Because We Engage In Human Testing, We Are Exposed To An Increased Risk Of Product Liability Claims

The testing and marketing of medical products entails an inherent risk of allegations of product liability. We believe that we currently have adequate levels of insurance for our clinical trials; however, in the event of one or more large, unforeseen awards, such levels may not provide adequate coverage. We will seek to obtain additional insurance, if needed, if and when our products are commercialized; however, because we do not know when this will occur, we do not know whether adequate insurance coverage will be available or be available at acceptable costs. A significant product liability claim for which we were not covered by insurance would have to be paid from cash or other assets. To the extent we have sufficient insurance coverage, such a claim would result in higher subsequent insurance rates.

We May Be Subject To Increased Risks Because We Are A Bermuda Company

Alleged abuses by certain companies that have changed their legal domicile from jurisdictions within the United States to Bermuda have created an environment where, notwithstanding that we changed our legal

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domicile in a transaction that was approved by our shareholders and fully taxable to our company under U.S. law, we may be exposed to various prejudicial actions, including:

- o "blacklisting" of our common shares by certain pension funds,
- o legislation restricting certain types of transactions, or
- o punitive tax legislation.

We do not know whether any of these things will happen, but if implemented one or more of them may have an adverse impact on our future operations or our share price.

If You Were To Obtain A Judgment Against Us, It May Be Difficult To Enforce Against Us Because We Are A Foreign Entity

We are a Bermuda company. All or a substantial portion of our assets may be located outside the United States. As a result, it may be difficult for shareholders and others to enforce in United States courts judgments obtained against us. We have irrevocably agreed that we may be served with process with respect to actions based on offers and sales of securities made hereby in the United States by serving Christopher J. Margolin, c/o XOMA Ltd., 2910 Seventh Street, Berkeley, California 94710, our United States agent appointed for that purpose. We have been advised by our Bermuda counsel, Conyers Dill & Pearman, that there is doubt as to whether Bermuda courts would enforce judgments of United States courts obtained in (1) actions against XOMA or our directors and officers that are predicated upon the civil liability provisions of the U.S. securities laws or (2) original actions brought in Bermuda against XOMA or such persons predicated upon the U.S. securities laws. There is no treaty in effect between the United States and Bermuda providing for such enforcement, and there are grounds upon which Bermuda courts may not enforce judgments of United States courts. Certain remedies available under the United States federal securities laws may not be allowed in Bermuda courts as contrary to that nation's policy.

Our Shareholder Rights Agreement Or Bye-laws May Prevent Transactions That Could Be Beneficial To Our Shareholders And May Insulate Our Management From Removal

Our shareholder rights agreement could make it considerably more difficult or costly for a person or group to acquire control of XOMA in a transaction that our board of directors opposes.

Our bye-laws:

- o require certain procedures to be followed and time periods to be met for any shareholder to propose matters to be considered at annual meetings of shareholders, including nominating directors for election at those meetings;
- o authorize our board of directors to issue up to 1,000,000 preference shares without shareholder approval and to set the rights, preferences and other designations, including voting rights, of those shares as the board of directors may determine; and
- o contain provisions, similar to those contained in the Delaware General Corporation Law, that may make business combinations with interested shareholders more difficult.

These provisions of our shareholders rights agreement and our bye-laws, alone or in combination with each other, may discourage transactions involving actual or potential changes of control, including transactions that otherwise could involve payment of a premium over prevailing market prices to holders of common

shares, could limit the ability of shareholders to approve transactions that they may deem to be in their best interests and could make it considerably more difficult for a potential acquiror to replace management.

Risks Relating To This Offering

The Actual Or Anticipated Resale By Millennium Of Our Common Shares That It Purchases From Us Under The Investment Agreement Or Otherwise Owns Or Acquires May Have An Adverse Impact On The Market Price Of Our Common Shares

The resale by Millennium through open market transactions or other means of the common shares that it purchases from us under the investment agreement, that we issue to Millennium upon conversion of the convertible note we have issued to them or that it otherwise owns or acquires may, depending upon the timing of the

resales, depress the market price of our common shares. Moreover, as all the common shares we sell to Millennium or issue upon conversion will be available for immediate resale, the mere prospect of our sales to it could depress the market price of our common shares. In addition, actual or anticipated downward pressure on the market price of our common shares due to actual or anticipated resales of our common shares by Millennium could cause some institutions or individuals to engage in short sales of our common shares, which may itself cause the market price of our common shares to decline.

Our Issuance Of Common Shares To Millennium Will Reduce The Percentage Equity Ownership Of Our Existing Shareholders

Under our investment agreement with Millennium, we may issue to Millennium up to \$50.0 million worth of our common shares over the 30 months following the effective date of the investment agreement on several predetermined closing dates. The precise number of common shares that we will issue to Millennium over the term of the investment agreement will depend on the market price of our common shares during the period immediately preceding the applicable closing date. Each issuance of common shares to Millennium pursuant to the investment agreement will proportionately decrease our existing shareholders' percentage ownership of our total outstanding equity interests.

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INCORPORATION OF INFORMATION WE FILE WITH THE SEC

The following documents filed by XOMA with the SEC pursuant to the Securities Exchange Act are "incorporated by reference" in this prospectus, which means we can disclose important information to you by referring you to these documents and they are considered to be a part of this prospectus:

(1) annual report on Form 10-K for the fiscal year ended December 31, 2001 (file no. 0-14710);

(2) quarterly reports on Form 10-Q for the quarterly periods ended March 31, 2002 (file no. 0-14710) and June 30, 2002 (file no. 0-14710);

(3) current report on Form 8-K dated and filed on November 27, 2001, as amended by amendments on Form 8-K/A dated and filed on December 13, 2001 and October 24, 2002, respectively (file no. 0-14710); and

(4) the description of the common shares in the registration statement on Form 8-A dated and filed on May 21, 1999 under Section 12 of the Securities Exchange Act, including any amendment or report for the purpose of updating such description (registration no. 333-68045).

All documents filed by XOMA with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act after the date of this prospectus and before all of the common shares offered by this prospectus have been sold are deemed to be incorporated by reference in, and to be part of, this prospectus from the date any such document is filed.

Any statements contained in a document incorporated by reference in this prospectus are deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus (or in any other subsequently filed document which also is incorporated by reference in this prospectus) modifies or supersedes such statement. Any statement so modified or superseded is not deemed to constitute a part of this prospectus except as so modified or superseded.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the statements made in this prospectus are forward-looking in nature, including those relating to the relative size of the Company's loss for 2002, the estimated levels of its expenses and revenues for the balance of 2002, the sufficiency of its cash resources and the BLA filing time frame, as well as other statements related to the progress and timing of product development and present or future licensing or collaborative arrangements, or that otherwise relate to future periods and other statements that are not historical facts. The words "believe," "plan," "intend," "expect" and similar expressions are intended to identify forward-looking statements. We caution you not to place undue reliance on these forward-looking statements. They apply only as of the date of this prospectus except that statements incorporated by reference from previously

filed reports apply as of the date made. The occurrence of the events described, and the achievement of the intended results, depend on many events, some or all of which are not predictable or not within our control. Actual results may differ materially from those anticipated in any forward-looking statements. Many risks and uncertainties are inherent in the biopharmaceutical industry. Others are more specific to our business. Many of the significant risks related to our business are described in this prospectus. These include, among others, the actual loss for 2002 could be higher depending on revenues from licensees and collaborators, the size and timing of expenditures and whether there are unanticipated expenditures; the sufficiency of cash resources could be shortened if expenditures are made earlier or in larger amounts than anticipated or are unanticipated or if funds are not available; and the BLA filing could be delayed by unexpected safety or efficacy issues or additional time requirements for data analysis, BLA preparation, discussions with the FDA, enrollment in clinical studies, additional clinical studies or manufacturing process modifications. These and other risks, including those related to changes in the status of the existing collaborative relationships, availability of additional licensing or collaboration opportunities, the timing or results of pending and future clinical trials, the ability of collaborators and other partners to meet their obligations, market demand for products, actions by the Food and Drug Administration or the U.S. Patent and Trademark Office, uncertainties regarding the status of biotechnology patents, uncertainties as to the costs of protecting intellectual property and risks associated with our status as a Bermuda company are described in more detail in "Risk Factors." We undertake no obligation to publicly update any forward-looking statements, regardless of any new information, future events or other occurrences. We advise you, however, to consult any additional disclosures we make in our reports to the SEC on Forms 10-K, 10-Q and 8-K.

We have not authorized any dealer, salesperson or other person to give you written information other than this prospectus or to make representations as to matters not stated in this prospectus. You must not rely on unauthorized information. This prospectus is not an offer to sell these common shares or our solicitation of your offer to buy the common shares in any jurisdiction where that would not be permitted or legal. Neither the delivery of this prospectus nor any sales made hereunder after the date of this prospectus should imply that the information contained in this prospectus or the affairs of XOMA have not changed since the date of this prospectus.

PRICE RANGE OF COMMON SHARES AND DIVIDEND INFORMATION

XOMA's common shares (such common shares and the common stock of our predecessor Delaware corporation are referred to in this prospectus as the common shares) trade on the Nasdaq National Market under the symbol "XOMA." The following table sets forth the quarterly range of high and low reported sale prices of the common shares on the Nasdaq National Market for the periods indicated (in United States dollars):

| | High ---- | Low --- |
|--|--------------|------------|
| 2000: | | |
| First Quarter | \$16.000 | \$2.750 |
| Second Quarter | 10.125 | 3.125 |
| Third Quarter | 14.750 | 4.000 |
| Fourth Quarter | 15.250 | 7.750 |
| 2001: | | |
| First Quarter | \$13.875 | \$6.031 |
| Second Quarter | 17.750 | 5.313 |
| Third Quarter | 17.090 | 6.740 |
| Fourth Quarter | 10.500 | 6.400 |
| 2002: | | |
| First Quarter | \$12.190 | \$7.510 |
| Second Quarter | 8.510 | 3.000 |
| Third Quarter | 7.200 | 3.250 |
| Fourth Quarter (through November 1) | 6.250 | 5.080 |

On November 1, 2002 the last reported sale price of the common shares as reported on the Nasdaq National Market was U.S.\$5.750 per share. As of November 1, 2002, there were approximately 3,150 record holders of XOMA's common shares.

XOMA has not paid dividends on its common equity. XOMA currently does not intend to pay dividends and intends to retain any earnings for use in its business and the financing of its capital requirements for the foreseeable future. The payment of any future cash dividends on XOMA's common shares will necessarily be dependent upon the earnings and financial needs of XOMA, along with applicable legal and contractual restrictions.

USE OF PROCEEDS

We intend to use most of the net proceeds from our sale of the common shares to the selling shareholders under the investment agreement for the development of two of Millennium's biotherapeutic agents for certain vascular inflammation indications pursuant to our collaboration agreement with Millennium. Otherwise, we intend to use the net proceeds for general corporate purposes, including current research and development projects, the development of new products or technologies, equipment acquisitions, general working capital and operating expenses.

We have not determined the amounts we plan to spend on any of the areas listed above or the timing of these expenditures. As a result, our management will have broad discretion to allocate the net proceeds from our sale of the common shares to the selling shareholders. Pending application of the net proceeds as described above, we intend to invest the net proceeds in short-term, investment-grade, interest-bearing securities.

We will not receive any proceeds from the sale of the common shares by the selling shareholders to you. To the extent shares are issued upon conversion of the convertible note, we will benefit from the resulting cancellation of indebtedness. The \$5.0 million convertible subordinated note is convertible at our option into our common shares.

SELLING SHAREHOLDERS

The selling shareholders are Millennium Pharmaceuticals, Inc. and its wholly-owned subsidiary, mHoldings Trust, a Massachusetts business trust. On November 26, 2001, Millennium and XOMA announced an agreement in which they will collaborate to develop two of Millennium's biotherapeutic agents for certain vascular inflammation indications. As previously announced, under an investment agreement, Millennium has committed to purchase, at our option and subject to certain conditions under the investment agreement, up to \$50.0 million worth of our common shares over the 30 months following the effective date of the investment agreement on several predetermined closing dates, through a combination of convertible debt and equity.

The following table sets forth certain information regarding the ownership of common shares by the selling shareholders as of November 1, 2002, and the number of common shares covered by this prospectus:

<TABLE>
<CAPTION>

| all | Ownership of common shares prior to the offering | | Ownership of common shares after the offering (assuming shares offered are sold) (1) | |
|--|--|---------------------|---|---------------------|
| | Name of Selling Shareholders | Number of Shares | Number of Shares Offered | Percent of Class |
| ----- | ----- | ----- | ----- | ----- |
| <S> | <C> | <C> | <C> | <C> |
| Millennium Pharmaceuticals, Inc. and its wholly-owned subsidiary, mHoldings Trust(2) | 5,000,000 (3) | 5,000,000 (4) | 0 | 0% |

</TABLE>

- (1) For the purposes of this filing, we have assumed that all of the shares included in this registration statement will be sold; however, there is no contractual or other arrangement requiring any of the shares to be sold.
- (2) The management of Millennium has voting and investment control over the common shares.
- (3) Includes shares issuable upon conversion of the entire amount of principal outstanding (\$5.0 million), plus accrued interest, under a convertible subordinated note held by Millennium and convertible at XOMA's option. Also includes common shares issuable to the selling shareholders, at our option and subject to certain conditions under the investment agreement, that we are registering for resale by the selling shareholders under this registration statement. We are registering 5,000,000 common shares based in part on our good faith estimate of the maximum number of common shares we may issue to Millennium under the investment agreement and upon conversion of the convertible debt.
- (4) Consists of shares issuable directly to Millennium by XOMA either for cash pursuant to the investment agreement between the parties or upon conversion at maturity of or upon an event of default under the \$5.0 million convertible subordinated note of XOMA held by Millennium.

We are registering 5,000,000 common shares based in part on our good faith estimate of the maximum number of common shares we may issue to Millennium under the investment agreement and upon conversion of the convertible debt. If the price of our common shares increases sufficiently, the number of common shares we are registering for issuance may be higher than the number of common shares we actually issue to Millennium under the investment agreement. In such case, the number of shares resold by Millennium under this prospectus would be less than the number of shares registered for resale. On the other hand, if the price of our common shares decreases and the number of common shares we actually issue to Millennium un-

der the investment agreement is greater than the number of shares we are now registering, we may need to file a new registration statement with the Securities and Exchange Commission, which will need to become effective prior to our completing the sales contemplated by the investment agreement. The 5,000,000 common shares that we are registering consist of shares to be issued directly to Millennium by XOMA either for cash pursuant to the investment agreement between the parties or upon conversion at maturity of or upon an event of default under the \$5.0 million convertible subordinated note of XOMA held by Millennium.

As of November 1, 2002, the selling shareholders do not directly hold any of our common shares. Other than their obligation to purchase common shares at subsequent closing dates under the investment agreement (at our option) and upon conversion of the \$5.0 million convertible note (at our option), the selling shareholders have no commitments or arrangements to purchase any of our common shares. Notwithstanding that the conversion by the selling shareholders of the \$5.0 million convertible note is at our option, the selling shareholders may be deemed to be beneficial owners of the approximately 891,145 common shares issuable upon the conversion of the convertible note as if the convertible note had been converted on November 1, 2002. Assuming the selling shareholders sell all of the common shares that they may acquire under the investment agreement and do not otherwise acquire our common shares, they will not own any of our common shares after their sale of the common shares to you.

Material Terms Of Investment Agreement

On November 26, 2001, Millennium and XOMA entered into an investment agreement which committed Millennium to purchase, at our option and subject to the conditions described in the following paragraph, up to \$50.0 million worth of our common shares over the 30 months following the effective date of the investment agreement. Of the up to \$50.0 million worth of our common shares, \$5.0 million worth (and accrued interest) may be issued at our option upon conversion of a convertible subordinated note already issued to Millennium, the entire principal amount of which is currently outstanding. At four subsequent closings, we may issue up to \$7.5 million, \$7.5 million, \$15.0 million and \$15.0 million worth of our common shares, respectively. At each closing, the precise number of shares to be purchased by Millennium will be determined using a formula based on the average of certain sale prices per common share as reported on the Nasdaq National Market for a specified period of time prior to the applicable closing date (subject to certain adjustments and limitations). The formula is intended to reflect the current market price per common share at the time of each closing, without any discount or premium.

The obligations of Millennium to purchase the common shares that we wish to sell at each closing will be subject to customary closing conditions, including the delivery of legal opinions and certificates our officers and updated financial information, the continued listing of our common shares on the Nasdaq

National Market or the New York or American Stock Exchanges, the continued effectiveness of the registration statement that includes this prospectus and the continuation of our collaboration agreement with Millennium.

We have agreed to register the resale of the common shares that we may sell to Millennium at each closing and the common shares that we may issue to Millennium upon conversion of the convertible debt. The registration statement that includes this prospectus is intended to satisfy these registration obligations. We will consummate the first direct sale of common shares to Millennium after the registration statement that includes this prospectus is declared effective.

The 5,000,000 shares registered under the registration statement that includes this prospectus would have represented 6.6% of our outstanding common shares as of November 1, 2002, after giving effect to their issuance. Based on the current market price of our common shares, the investment agreement gives us the option to require the selling shareholders to purchase an aggregate of up to approximately 8,717,232 common shares (assuming conversion of the convertible subordinated note).

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Conversion Provisions Of Convertible Subordinated Note

The principal and accrued interest on the convertible subordinated note may be converted in whole (but not in part) at our election upon maturity into our common shares. The number of shares into which the convertible subordinated note may be converted will be determined using a formula based on the average of certain sale prices per common share as reported on the Nasdaq National Market for a specified period of time prior to the conversion date (subject to certain adjustments and limitations). The formula is intended to reflect the current market price per common share at the time of conversion, without any discount or premium. Based on the current market price of our common shares, we would be entitled to issue an aggregate of approximately 891,145 common shares in full payment of the convertible subordinated notes.

If we do not elect to convert the convertible subordinated note into common shares, all outstanding principal and all accrued interest must be paid to Millennium in cash on the maturity date, unless otherwise agreed.

In addition to customary restrictions on our ability to convert, we will not be entitled to convert any portion of the convertible subordinated note or the accrued interest unless there is on the conversion date an effective registration statement covering resale of all of the common shares into which the principal of the convertible note and all accrued interest would convert. If this is not the case at any time prior to its maturity date, then the convertible subordinated note will remain outstanding until its maturity date and, if no such effective registration statement is then in place, we will be required to repay all outstanding principal and accrued interest in cash on the maturity date. The registration statement that includes this prospectus is intended to satisfy these registration obligations.

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DESCRIPTION OF SHARE CAPITAL

The following statements with respect to our share capital are subject to the detailed provisions of our memorandum of continuance and bye-laws. These statements do not purport to be complete and, while we believe the descriptions of the material provisions of the memorandum of continuance and bye-laws incorporated by reference are accurate statements with respect to such material provisions, such statements are subject to the detailed provisions in the memorandum of continuance and bye-laws, to which reference is hereby made for a full description of such provisions.

COMMON SHARES

General

The memorandum of continuance and the bye-laws provide that our authorized common share capital is limited to 135,000,000 common shares, par value U.S.\$.0005 per share. As of November 1, 2002, there were 70,341,504 common shares outstanding.

Voting

The holders of common shares are entitled to one vote per share. All actions submitted to a vote of shareholders shall be voted on by the holders of common shares, voting together as a single class (together with the Series A preference shares (as described below), if any), except as provided by law.

Dividends

Holders of common shares are entitled to participate, on a share for share basis, with the holders of any other common shares outstanding, with respect to any dividends declared by our board of directors, subject to the rights of holders of preference shares. Dividends will generally be payable in U.S. dollars. We have not paid cash dividends on the common shares. We currently do not intend to pay dividends and intend to retain any of our earnings for use in our business and the financing of our capital requirements for the foreseeable future. The payment of any future cash dividends on the common shares is necessarily dependent upon our earnings and financial needs, along with applicable legal and contractual restrictions.

Liquidation

On a liquidation of XOMA, holders of common shares will be entitled to receive any assets remaining after the payment of our debts and the expenses of the liquidation, subject to such special rights as may be attached to any other class of shares.

Redemption

The common shares are not subject to redemption either by us or the holders thereof.

Variation of Rights

Under our bye-laws, if at any time our share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of the issue of the shares of that class) may be varied with the consent in writing of the holders of a majority of the issued shares of that class either in writing or with the sanction of a resolution passed at a separate general meeting.

PREFERENCE SHARES

General

Under our memorandum of continuance and bye-laws, we have the authority to issue 1,000,000 preference shares, par value U.S.\$0.05 per share. Of these, 135,000 preference shares have been designated Series A Cumulative Preference Shares and 7,500 preference shares have been designated Convertible Preference Shares, Series B. Under our bye-laws, subject to the special rights attaching to any class of our shares not being varied and to any resolution approved by the holders of 75% of the issued shares entitled to vote in respect thereof, our board of directors may establish one or more classes or series of preference shares having the number of shares, designations, relative voting rights, dividend rates, liquidation and other rights, preferences and limitations that the board of directors fixes without any shareholder approval.

The Series A Preference Shares

There are no Series A preference shares outstanding. Pursuant to the rights of the Series A preference shares, subject to the rights of holders of any shares of any series of preference shares ranking prior and superior, the holders of Series A preference shares are entitled to receive, when, as and if declared by our board of directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year, commencing on the first dividend payment date after the first issuance of a share or fraction of a share of Series A preference shares, in an amount per share equal to the greater of (a) U.S.\$1.00 or (b) 1,000 times the aggregate per share amount of all cash dividends, plus 1,000 times the aggregate per share amount of all non-cash dividends or other distributions, other than a dividend payable in common shares, declared on the common shares since the immediately preceding dividend payment date, or, with respect to the first dividend payment date, since the first issuance of Series A preference shares.

In addition to any other voting rights required by law, holders of Series A preference shares shall have the right to vote on all matters submitted to a vote of our shareholders with each share of Series A preference shares entitled to 1,000 votes. Except as otherwise provided by law, holders of Series A preference shares and holders of common shares shall vote together as one class on all matters submitted to a vote of our shareholders.

Unless otherwise provided in the rights attaching to a subsequently designated series of our preference shares, the Series A preference shares shall rank junior to any other series of preference shares as to the payment of dividends and distribution of assets on liquidation, dissolution or winding-up and shall rank senior to the common shares. Upon any liquidation, dissolution or winding-up of XOMA, no distributions shall be made to holders of shares ranking junior to the Series A preference shares unless, prior thereto, the holders of Series A preference shares shall have received an amount equal to accrued and unpaid dividends and distributions, whether or not declared, to the date of such payment, plus an amount equal to the greater of (1) U.S.\$100.00 per share or (2) an aggregate amount per share equal to 1,000 times the aggregate amount to be distributed per share to holders of common shares or to the holders of shares ranking on parity with the Series A preference shares, except distributions made ratably on the Series A preference shares and all other such parity shares in proportion to the total amount to which the holders of all such shares are entitled upon such liquidation, dissolution or winding-up.

If we shall enter into any consolidation, amalgamation, merger, combination or other transaction in which common shares are exchanged for or changed into cash, other securities and/or any other property, then any Series A preference shares outstanding shall at the same time be similarly exchanged or changed in an amount per share equal to 1,000 times the aggregate amount of cash, securities and/or other property, as the case may be, into which or for which each common share is changed or exchanged.

The Series A preference shares shall not be redeemable.

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The Series B Preference Shares

There are no Series B preference shares outstanding. The 7,500 Series B preference shares have been designated for issuance upon conversion of the convertible subordinated loans to us made and to be made by Genentech in connection with the funding of the our development costs for hull24. Such loans are and will be convertible into Series B preference shares upon the occurrence of certain events relating to certain regulatory approvals, payment defaults, prepayments and other circumstances. Pursuant to the rights of the Series B preference shares, the holders of Series B preference shares will not be entitled to receive any dividends on the Series B preference shares.

The Series B preference shares will rank senior with respect to rights on liquidation, winding-up and dissolution of XOMA to all classes of common shares. Upon any voluntary or involuntary liquidation, dissolution or winding-up of XOMA, holders of Series B preference shares will be entitled to receive \$10,000 per share of Series B preference shares before any distribution is made on the common shares. The holders of Series B preference shares will have no voting rights, except as required under Bermuda law.

The holders of Series B preference shares will have the right to convert Series B preference shares into common shares at a conversion price equal to the current market price of the common shares (determined as provided below). The current market price will be determined (a) for Series B preference shares issued in connection with a conversion of one or more of the convertible subordinated loans upon certain regulatory approvals, payment defaults or in certain other circumstances, as of the first date on which such a conversion occurs, and (b) for Series B preference shares issued in connection with certain prepayments of one or more of the convertible subordinated loans or a conversion thereof in certain other circumstances, as of the date of the issuance of such Series B preference shares.

The Series B preference shares will be automatically converted into common shares at its then effective conversion rate immediately upon the transfer by the initial holder to any third party which is not an affiliate of such holder.

We will have the right, at any time and from time to time, to redeem any or all Series B preference shares for cash in an amount equal to the conversion price multiplied by the number of common shares into which each such share of Series B preference shares would then be convertible.

OUTSTANDING WARRANTS

XOMA issued 250,000 common stock purchase warrants to Incyte in July of 1998, of which 125,000 remain outstanding. Each Incyte warrant outstanding entitles the holder thereof to purchase one common share, subject to anti-dilution adjustments. A holder may exercise the Incyte warrants at an exercise price of U.S.\$6.00 per share on or before July 9, 2008 or earlier upon the related license becoming fully paid up. Incyte is the holder of these warrants and received them as part of the consideration for the grant to XOMA of an exclusive license to all of Incyte's patent rights relating to BPI.

XOMA issued 379,000 warrants to purchase common shares in January of 1999

and March of 1999, of which 175,000 remain outstanding. Each January and March 1999 warrant entitles the holder thereof to purchase one common share, subject to anti-dilution adjustments. A holder may exercise the January and March 1999 warrants at an exercise price of U.S.\$5.85 per share on or before January 29, 2004. Advantage Fund II Ltd. and Koch Investment Group Limited are the holders of these warrants and received them in connection with their purchase of our common shares in a private placement in January of 1999.

XOMA issued 150,000 warrants to purchase common shares in July of 1999. Each July 1999 warrant entitles the holder thereof to purchase one common share, subject to anti-dilution adjustments. A holder may exercise the July 1999 warrants at an exercise price of U.S.\$5.75 per share on or before July 21, 2004. Sutro & Co. Incorporated and Arnhold and S. Bleichroeder, Inc. are the holders of these warrants and received them

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as consideration for their services as placement agents for a private placement of our common shares in July of 1999.

XOMA issued 250,000 warrants to purchase common shares in February of 2000. Each February 2000 warrant entitles the holder thereof to purchase one common share, subject to anti-dilution adjustments. A holder may exercise the February 2000 warrants at an exercise price of U.S.\$5.00 per share on or before February 11, 2005. Sutro & Co. Incorporated and Arnhold and S. Bleichroeder, Inc. are the holders of these warrants and received them as consideration for their services as placement agents for a private placement of our common shares in February of 2000.

All of the warrants described above were issued in reliance on the exemption from registration provided in Section 4(2) of the Securities Act. None of the warrants described above have been registered under the Securities Act and none may be transferred except pursuant to an effective registration statement under the Securities Act or pursuant to an exception from registration thereunder. Additionally, all of the warrants contain certain restrictions on their transfer. XOMA is not obligated and does not intend to register the warrants under the Securities Act.

PLAN OF DISTRIBUTION

Any or all of the common shares being offered by this prospectus may be sold from time to time to purchasers directly by the selling shareholders or by pledgees, donees, transferees or other successors in interest. Alternatively, the selling shareholders may from time to time offer any or all of the common shares through underwriters, brokers, dealers or agents who may receive compensation in the form of underwriting discounts, concessions or commissions from such selling shareholder and/or the purchasers of common shares for whom they may act. The selling shareholders, and any such underwriters, brokers, dealers or agents that participate in the distribution of common shares, are underwriters, and any profit on the sale of the common shares by them and any discounts, commissions or concessions received by them may be deemed to be underwriting discounts and commissions under the Securities Act. Any such common shares may be so offered or sold in the open market, on the Nasdaq National Market or such other exchange or market where our common shares are then traded, in privately negotiated transactions (subject to limitations imposed by the investment agreement), in an underwritten offering, in block trades, to a broker or dealer for its account in ordinary brokerage transactions, or a combination of such methods. The selling shareholders will make such sales at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. To the extent required, the name of the selling shareholder, the number of common shares to be sold, the purchase price, the public offering price, the name of any agent, dealer, broker or underwriter and any applicable commission or discount or other items constituting compensation or indemnification arrangements with respect to a particular offering will be set forth in an accompanying prospectus supplement. These and other matters may also be addressed in one or more post-effective amendments to the registration statement of which this prospectus is a part. XOMA will receive no proceeds from the sale by the selling shareholders of the common shares offered by this prospectus.

In connection with distributions of the common shares, and subject to limitations imposed by the investment agreement, the selling shareholders may enter into option or other transactions with broker-dealers that involve the delivery of the common shares to the broker-dealers, which may then resell or otherwise transfer such common shares. The selling shareholder also may loan or pledge the common shares to a broker-dealer and the broker-dealer may sell the common shares so loaned or upon a default may sell or otherwise transfer the pledged common shares.

In addition, the selling shareholders and any other persons participating in the sale or distribution of the shares offered by this prospectus will be subject to liability under the federal securities laws and must comply with the requirements of the Securities Act and the Securities Exchange Act, including

Rule 10b-5 and Regulation M under the Securities Exchange Act. These rules and regulations may limit the timing of purchases and sales of our common shares by the selling shareholders or such other persons. Under these rules and regulations, the selling shareholders and such other persons:

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- o may not engage in any stabilization activity in connection with our common shares;
- o must furnish each broker which offers our common shares covered by this prospectus with the number of copies of this prospectus and any prospectus supplement which are required by such broker; and
- o may not bid for or purchase any of our common shares or attempt to induce any person to purchase any of our common shares other than as permitted under the Securities Exchange Act.

These restrictions may affect the marketability of our common shares by the selling shareholders.

The selling shareholders have agreed, subject to certain conditions, to a restriction on their sales in the public market based on the trading volume of our common shares and that they will not sell shares other than in the public market without our prior written consent.

To permit the selling shareholders to resell our common shares purchased by it under the investment agreement, we agreed to register those shares and to maintain that registration. We have also agreed with the selling shareholders that, subject to limited exceptions for specified time periods, we will prepare and file any amendments and supplements to this prospectus and the registration statement of which it is a part as may be necessary to keep the registration statement current and effective until:

- o the date on which the selling shareholders may sell all of the common shares then held by the selling shareholders that they purchased from us under the investment agreement without restriction by the volume limitations of Rule 144(e) of the Securities Act; or
- o the date after which all of our common shares held by the selling shareholders that are covered by the registration statement have been sold by the selling shareholders under a registration statement or pursuant to Rule 144.

We have agree to indemnify and hold harmless the selling shareholders, any broker-dealer named in the registration statement of which this prospectus is a part and their respective controlling persons against certain liabilities, including liabilities under the Securities Act, which may be based upon, among other things, any untrue statement or alleged untrue statement of a material fact contained in or incorporated by reference into the registration statement or any omission or alleged omission to state in the registration statement or any document incorporated by reference into the registration statement a material fact required to be stated therein or necessary to make the statements therein not misleading, unless made or omitted in reliance upon and in conformity with written information provided to us by the selling shareholders or such broker-dealer.

All expenses incurred by XOMA in complying with the registration rights granted to the selling shareholder pursuant to which the registration statement to which this prospectus relates has been filed, estimated to be approximately \$117,000, will be borne by XOMA. As and when XOMA is required to update this prospectus, it may incur additional expenses in excess of this estimated amount.

Any common shares offered by this prospectus that qualify for sale pursuant to Rule 144 under the Securities Act may be sold under such rule rather than pursuant to this prospectus.

LEGAL OPINION

The validity of the common shares to which this prospectus relates has been passed upon for XOMA by Conyers Dill & Pearman, located in Hamilton, Bermuda.

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EXPERTS

The consolidated financial statements of XOMA Ltd. appearing in XOMA Ltd.'s annual report (Form 10-K) for the year ended December 31, 2001 have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such

report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN GET MORE INFORMATION

This prospectus is part of a registration statement that we have filed with the SEC. The registration statement contains exhibits and other information not included in this prospectus. At your request, we will provide you, without charge, a copy of any documents incorporated by reference in, or included as exhibits to, our registration statement. If you would like more information, write or call us at:

XOMA Ltd.
2910 Seventh Street
Berkeley, CA 94710
Telephone: (510) 204-7273

XOMA files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any reports, statements and other information we file at the SEC's public reference room at 450 Fifth Street, N.W., Washington D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. XOMA's SEC filings are also available to the public on the SEC Internet site at <http://www.sec.gov>.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The estimated expenses in connection with this offering are as follows:

| | Amount to be Paid ----- |
|---|-------------------------------|
| SEC registration fee | \$ 2,567 |
| Nasdaq fee | 22,500 |
| Legal fees and expenses (including Blue Sky fees and expenses) .. | 75,000 |
| Accounting fees and expenses | 15,000 |
| Miscellaneous | 1,933 |
| | ----- |
| Total | \$117,000 |

Item 15. Indemnification of Directors and Officers

Under Bermuda law, a company is permitted to indemnify any officer or director, out of the funds of the company, against (i) any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favor, or in which he or she is acquitted, or in connection with any application under relevant Bermuda legislation in which relief from liability is granted to him or her by the court and (ii) any loss or liability resulting from negligence, default, breach of duty or breach of trust, save for his or her fraud and dishonesty.

The bye-laws of XOMA provide for the indemnity by XOMA of the officers, directors and employees of XOMA to the fullest extent permitted by law.

Expenses (including attorneys' fees) incurred by an officer or director of XOMA in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by XOMA in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by XOMA pursuant to the Companies Act 1981 of Bermuda.

An officer or director of XOMA shall not be personally liable to XOMA or its shareholders for monetary damages for any breach of fiduciary duty as a director or officer, except to the extent that such limitation is prohibited by the Companies Act 1981 of Bermuda.

The indemnification and advancement of expenses and the limitation of liability provided by the bye-laws shall not be deemed exclusive of any other rights which any officer, director or employee, as such, may have or hereafter acquire under the Companies Act 1981 of Bermuda, any other provision of the

bye-laws, or any agreement or otherwise. Any repeal or modification of the aforementioned provisions of the bye-laws shall not adversely affect any right or protection existing at the time of such repeal or modification.

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Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

| Exhibit Number ----- | | Page ----- |
|----------------------------|---|---------------|
| 3.1 | Memorandum of Continuance of XOMA Ltd. (Exhibit 3.4) (1) | |
| 3.2 | Bye-Laws of XOMA Ltd. (Exhibit 3.5) | |
| 4.1 | Amended and Restated Shareholder Rights Agreement dated as of October 27, 1993 and amended and restated as of December 31, 1998 by and among XOMA and ChaseMellon Shareholder Services, L.L.C. as Rights Agent (Exhibit 4.1) (2) | |
| 4.2 | Form of Resolution Regarding Preferences and Rights of Series A Preference Shares (Exhibit 4.2) (1) | |
| 4.3 | Form of Resolution Regarding Preferences and Rights of Series B Preference Shares (Exhibit 4.3) (1) | |
| 4.4 | Form of Common Stock Purchase Warrant (Incyte Warrants) (Exhibit 2) (3) | |
| 4.5 | Form of Common Share Purchase Warrant (January and March 1999 Warrants) (Exhibit 5) (4) | |
| 4.6 | Form of Common Share Purchase Warrant (July 1999 Warrants) (Exhibit 4) (5) | |
| 4.7 | Form of Common Share Purchase Warrant (2000 Warrants) (Exhibit 4) (6) | |
| 5.1 | Opinion of Conyers Dill & Pearman | |
| 10.1 | Investment Agreement dated as of November 26, 2001 by and among XOMA, Millennium Pharmaceuticals, Inc. and mHoldings Trust (with certain confidential information omitted, which omitted information is the subject of a confidential treatment request and has been filed separately with the Securities and Exchange Commission) (7) | |
| 10.2 | Registration Rights Agreement dated as of November 26, 2001 by and among XOMA, Millennium Pharmaceuticals, Inc. and mHoldings Trust (with certain confidential information omitted, which omitted information is the subject of a confidential treatment request and has been filed separately with the Securities and Exchange Commission) (8) | |
| 10.3 | Convertible Subordinated Promissory Note dated November 26, 2001 (with certain confidential information omitted, which omitted information is the subject of a confidential treatment request and has been filed separately with the Securities and Exchange Commission) (8) | |

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| Exhibit Number ----- | | Page ----- |
|----------------------------|--|---------------|
|----------------------------|--|---------------|

- 10.3A Amendment No. 1 to Convertible Subordinated Promissory Note dated November 5, 2002.
- 23.1 Consent of Ernst & Young LLP, Independent Auditors
- 23.3 Consent of Conyers Dill & Pearman (included in Exhibit 5.1)
- 24.1 Power of Attorney

- -----

- (1) Incorporated by reference to the referenced exhibit to XOMA's Registration Statement on Form S-4 filed November 27, 1998, as amended (File No. 333-68045).
- (2) Incorporated by reference to the referenced exhibit to XOMA's Registration Statement on Form 8-A filed May 21, 1999 (File No. 0-14710).
- (3) Incorporated by reference to the referenced exhibit to XOMA's Current Report on Form 8-K dated July 9, 1998 filed July 16, 1998 (File No. 0-14710).
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- (8) Incorporated by reference to the referenced exhibit to XOMA's Amendment No. 1 to Current Report on Form 8-K/A dated and filed December 13, 2001 (File No. 0-14710).

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, indi-

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vidually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in the post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment

any of the securities being registered which remain unsold at the termination of the offering.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Berkeley, State of California, on November 6, 2002.

XOMA LTD.

By: /s/ John L. Castello

Name: John L. Castello
Title: Chairman of the Board,
President and Chief
Executive Officer

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POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John L. Castello and Christopher J. Margolin, and each of them, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) and supplements to this registration statement, and to file the same, with the SEC and the Bermuda Registrar of Companies, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue

hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<TABLE>
<CAPTION>

| Signature ----- | Title ----- | Date ---- |
|---|--|------------------|
| <S> | <C> | <C> |
| /s/ John L. Castello ----- John L. Castello | Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer) | November 6, 2002 |
| /s/ Patrick J. Scannon ----- Patrick J. Scannon | Chief Scientific and Medical Officer and Director | November 6, 2002 |
| /s/ Peter B. Davis ----- Peter B. Davis | Vice President, Finance and Chief Financial Officer (Principal Financial and Accounting Officer) | November 6, 2002 |
| /s/ James G. Andress ----- James G. Andress | Director | November 6, 2002 |
| /s/ William K. Bowes, Jr. ----- William K. Bowes, Jr. | Director | November 6, 2002 |
| /s/ Arthur Kornberg ----- Arthur Kornberg | Director | November 6, 2002 |
| /s/ Steven C. Mendell ----- Steven C. Mendell | Director | November 6, 2002 |
| /s/ W. Denman Van Ness ----- W. Denman Van Ness | Director | November 6, 2002 |
| /s/ Patrick J. Zenner ----- Patrick J. Zenner | Director | November 6, 2002 |

</TABLE>

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EXHIBIT INDEX

| Exhibit Number ----- | | Page ---- |
|----------------------------|--|--------------|
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- 10.1 Investment Agreement dated as of November 26, 2001 by and among XOMA, Millennium Pharmaceuticals, Inc. and mHoldings Trust (with certain confidential information omitted, which omitted information is the subject of a confidential treatment request and has been filed separately with the Securities and Exchange Commission) (7)
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EXHIBIT 5.1

[Letterhead of Conyers Dill & Pearman]

6 November 2002

XOMA Ltd.
2910 Seventh Street
Berkeley, California 94710
USA

Dear Sirs

XOMA Ltd. (the "Company")

We have acted as special legal counsel in Bermuda to the Company in connection with the Registration Statement on Form S-3 (the "Registration Statement", which term does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) filed with the U.S. Securities and Exchange Commission (the "Commission") on 6 November 2002 relating to the registration under the U.S. Securities Act of 1933, as amended, of an aggregate of 5,000,000 common shares par value US\$.0005 per share (the "Common Shares"), including \$5.0 million worth of common shares issuable upon the conversion of the convertible subordinated promissory note issued by the Company pursuant to the Investment Agreement (as defined below).

For the purposes of giving this opinion, we have examined the following documents:

- (i) a facsimile copy of an Investment Agreement (the "Investment Agreement", which term does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) dated as of 26 November 2001 between the Company and Millennium Pharmaceuticals, Inc.;
- (ii) a facsimile copy of a Convertible Subordinated Promissory Note (the "Note", which term does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) dated as of 26 November 2001 by the Company; and
- (iii) a facsimile copy of an Amendment No. 1 to Convertible Subordinated Promissory Note (the "Amendment") dated as of 5 November 2002 between the Company, mHoldings Trust and Millennium Pharmaceuticals, Inc.

The documents listed in items (i) through (iii) above are herein sometimes collectively referred to as the "Documents," (which term does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto).

We have also reviewed the memorandum of continuance and the bye-laws of the Company, each certified by the Secretary of the Company on 4 November 2002, extracts of minutes of meetings of its directors held on 1 November

2001 and 30 October 2002 and a meeting of the pricing committee of its board of directors held on 5 November 2002, certified by the Secretary of the Company on 5 November 2002 (together, the "Minutes") and such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the

conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) the capacity, power and authority of each of the parties to the Documents, other than the Company, to enter into and perform its respective obligations under the Documents, (c) the due execution and delivery of the Documents by each of the parties thereto, except the Company, (d) the accuracy and completeness of all factual representations made in the Documents and other documents reviewed by us, (e) that the resolutions contained in the Minutes remain in full force and effect and have not been rescinded or amended, (f) that the Company is entering into the Documents pursuant to its business of medical research, (g) that there are reasonable grounds for believing that prior to and immediately following the Company's entering into each of the Documents, the Company is and will be able to pay its liabilities as they fall due, (h) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, (i) the validity and binding effect under the laws of the State of New York of the Documents in accordance with their respective terms, (j) that none of the parties to the Documents has carried on or will carry on activities, other than the performance of its obligations under the Documents, which would constitute the carrying on of investment business in or from within Bermuda and that none of the parties to the Documents, other than the Company, will perform its obligations under the Documents in or from within Bermuda, (k) that the Note will be issued and paid for in accordance with the Documents, and (l) that the Company is at all materials times listed on National Association of Securities Dealers Automatic Quotation System (NASDAQ).

We express no opinion as to the enforceability of any provision of the Documents which provides for the payment of a specified rate of interest on the amount of a judgment after the date of judgment or which purports to fetter the statutory powers of the Company.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for the purpose set out above and is not to be relied upon in respect of any other matter.

On the basis of and subject to the foregoing, we are of the opinion that:

1. The Common Shares have been duly authorised in accordance with the Company's memorandum of continuance and bye-laws.
2. When issued and paid for in accordance with the terms of the Investment Agreement and the Note, as applicable, the Common Shares will be validly issued, fully paid and non-assessable (meaning that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the headings "Risk Factors" and "Legal Opinion" in the Registration Statement.

Yours faithfully

CONYERS DILL & PEARMAN

/s/ CONYERS DILL & PEARMAN

EXHIBIT 10.3A

THE TRANSFER OF THE SECURITIES REPRESENTED BY THE NOTE WHICH THIS AGREEMENT AMENDS IS RESTRICTED BY AN AGREEMENT ON FILE AT THE OFFICE OF THE COMPANY.

THE SECURITIES REPRESENTED BY THE NOTE WHICH THIS AGREEMENT AMENDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR AN APPLICABLE EXEMPTION TO THE REGISTRATION REQUIREMENTS OF SUCH ACT OR SUCH LAWS.

XOMA LTD.
AMENDMENT NO. 1
TO
CONVERTIBLE SUBORDINATED PROMISSORY NOTE

This AMENDMENT NO. 1 (this "Amendment"), made as of the 5th day of

November, 2002 between XOMA LTD. (the "Company"), mHOLDINGS TRUST (the "Holder") and, to the extent set forth herein, MILLENNIUM PHARMACEUTICALS, INC. ("Millennium"), among other things, amends the Convertible Subordinated Promissory Note (the "Note") of the Company to the Holder dated November 26, 2001 in the principal sum of USD \$5,000,000. Except as otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, each of the undersigned hereby agrees as follows:

1. Amendments to the Note.

(a) Section 1 of the Note is amended and restated in its entirety as follows:

"Principal; Maturity Date. The principal of this Note shall be due and payable in a single installment on the earliest of: (a) the Third Closing Date, immediately prior to the Third Closing, (b) the tenth Business Day following the termination of the Development and License Agreement, and (c) the tenth Business Day following the first date on which the Common Shares are no longer listed on any Principal Trading Market (the earliest such date, the "Maturity Date")."

(b) Section 6(c) of the Note is amended and restated in its entirety as follows:

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"In no event shall the Company be entitled to convert this Note and the accrued interest into a total number of Common Shares that, together with the Third Closing Shares (if they are to be issued at the time of such conversion), exceeds 9.9% of the total issued and outstanding Common Shares as of the date of such conversion; if conversion of this Note would exceed this 9.9% threshold, that portion of the principal and accrued interest that, including the Third Closing Shares (if to be then issued), would convert into 9.9% of the total issued and outstanding shares of Common Shares as of the date of such conversion shall be so converted, and the remainder of the principal and accrued interest shall be repaid in cash."

(c) The third sentence of Section 6(e) is amended and restated in its entirety as follows:

"If this Note matures on the Third Closing Date in accordance with Section 1(a) and is converted in accordance with Section 6, such conversion shall be deemed to have been made on the Third Closing Date, immediately prior to the Third Closing."

(d) Except to the extent expressly amended by this Amendment, the provisions of the Note shall remain in full force and effect.

2. Investment Agreement. (a) Millennium, the Holder and the Company hereby agree that the Second Closing (as defined in the Investment Agreement dated as of November 26, 2001 by and among the Company, Millennium and the Holder (the "Investment Agreement")) shall be held on the later of (x) November 26, 2002 and (y) five (5) Business Days following receipt by XOMA of reliable notification from the U.S. Securities and Exchange Commission that the registration statement covering the resale by Millennium and the Holder of the Common Shares to be issued at the Second Closing has been declared effective, but in no event later than December 19, 2002, and in any event unless the parties otherwise consent in writing, or as adjusted pursuant to Section 5.3(a) of the Investment Agreement.

(b) Millennium and the Holder hereby agree that the condition set forth in Section 5.3(i) of the Investment Agreement shall not be applicable to the Second Closing but instead shall be applicable to the Third Closing (as defined in the Investment Agreement).

(c) Millennium, the Holder and the Company hereby agree that a certificate representing Shares (as defined in the Investment Agreement) shall not be required to bear the legends contained in Section 8.16 of the Investment Agreement so long as and to the extent that (i) there is an effective registration statement on file with U.S. Securities and Exchange Commission covering resale by Millennium and the Holder of the Shares represented by such certificate, (ii) Millennium and the Holder can and do utilize the DWAC system directly between the Company's transfer agent and the broker for Millennium and the Holder to transfer any of such Shares, and (iii) Millennium and the Holder provide the Company with timely disclosure of sufficient information regarding any such transfers so as to permit the Company

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to ascertain Millennium's and the Holder's compliance with the provisions of Section 4.5 of the Investment Agreement.

(d) Except to the extent expressly modified by this Amendment, the provisions of the Investment Agreement shall remain in full force and effect.

3. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York notwithstanding the provisions governing conflict of laws under such New York law to the contrary.

4. Further Actions. Each party agrees to execute, acknowledge and deliver such further instruments, and do such other acts, as may be necessary and appropriate in order to carry out the purposes and intent of this Amendment.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

{The remainder of this page intentionally left blank.}

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IN WITNESS WHEREOF, the parties have set their hand as of the date first above written.

COMPANY:

XOMA LTD.

By: _____

Name: Christopher J. Margolin
Title: Vice President, General
Counsel and Secretary

HOLDER:

mHOLDINGS TRUST

By: _____

Name:
Title:

AS TO SECTIONS 2 THROUGH 5:

MILLENNIUM PHARMACEUTICALS, INC.

By: _____

Name:
Title:

EXHIBIT 23.1

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of XOMA Ltd. for the registration of 5,000,000 of its common shares and to the incorporation by reference therein of our report dated February 8, 2002, with respect to the consolidated financial statements of XOMA Ltd. included in its Annual Report (Form 10-K) for the year ended December 31, 2001, filed with the Securities and Exchange Commission.

/S/ ERNST & YOUNG LLP

Palo Alto, California
November 1, 2002